



OVER 100 YEARS OF SUPERIOR SERVICE

Artesian Water Company



Artesian Wastewater Management



Artesian Utility Development



Artesian Water Pennsylvania



Artesian Water Maryland



Artesian Wastewater Maryland

Via DelaFile

September 24, 2015

Ms. Donna L. Nickerson, Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Dear Ms. Nickerson:

RE: AWMi CPCN Application- North Sussex

Enclosed please find a CPCN Application filed on behalf of Artesian Wastewater Management, Inc. ("AWMI") to provide wastewater service to 10 parcels located in Sussex County. AWMi paid the required \$300 application fee electronically through the Commission's electronic portal *Delafile*.

Please feel free to contact me at (302) 453-6995 should you have any questions regarding this application.

Sincerely,

A handwritten signature in blue ink that reads "David L. Valcarengi".

David L. Valcarengi
Manager of Rates and Regulation

cc: John Barndt, DNREC, Division of Water Resources- via email
Constance Holland, Delaware Office of State Planning
John Ashman, Sussex County, Engineering Department
David Bonar, Delaware Division of the Public Advocate

BEFORE THE DELAWARE PUBLIC SERVICE COMMISSION
APPLICATION FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

This application is filed consistent with the requirements of Delaware Code 26 Del. C. §203D(d).

Type of Utility Service: **Wastewater Service**

I. APPLICANT INFORMATION

A). Full legal name and address of Applicant:

ARTESIAN WASTEWATER MANAGEMENT, INC. ("AWMI")
664 CHURCHMANS ROAD
NEWARK, DE 19702

B). Utility Contact: **DAVID L. VALCARENGHI**
C). Phone No.: **(302) 453-6995**
D). Fax No.: **(302) 369-4041**
E). Email: **dvalcarenghi@artesianwater.com**

II. BASIS FOR APPLICATION

- ____ A. The Applicant is in possession of a signed service agreement with the developer of a proposed subdivision or development, which subdivision or development has been duly approved by the respective county government (26 Del. C. § 203D(d)(1)).
- X B. The Applicant has one or more petitions requesting wastewater service from the applicant executed by the landowners of record of each parcel or property to be encompassed within the proposed territory to be served. (26 Del. C. § 203D(d)(2)).
- ____ C. The Applicant, in the case of existing development, subdivision, or generally recognized unincorporated community has one or more petitions requesting wastewater service from the applicant executed by the landowners of record of parcels and properties that constitute a majority of the parcels or properties in the existing development, subdivision, or unincorporated community. (26 Del. C. § 203D(d)(3)).
- ____ D. The Applicant possess a certified copy of a resolution or ordinance from the governing body of a municipality that requests, directs, or authorizes the applicant to provide wastewater services to the proposed territory to be

served, which must be located within the boundary of such county and municipality.

(26 Del. C. § 203D(d)(4)).

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III. PROCEDURE

- A. Artesian Wastewater Management, Inc. (“AWC”) requests that this application be reviewed pursuant to an informal fact finding procedure.

IV. PETITIONS FOR UTILITY SERVICE

- A. Customer petitions requesting wastewater service- Exhibit A
- B. Customer notifications of CPCN Application- Exhibit B
- C. Proposed parcels included in CPCN- Exhibit C
- D. Letters from Sussex County granting approval- Exhibit D
- E. Proposed plan for extending service to parcels in application- Exhibit E
- F. AWMi Certification of Information Accuracy- Exhibit F

V. IDENTIFICATION OF PARCELS

- A. Application requests authority to provide wastewater service to 10 parcels in Sussex County for which customer petitions have been received. Petitions are provided in Exhibit A.
- B. Letters asserting approval from Sussex County are provided in Exhibit D.
- C. Maps that show the location of the individual parcels are provided in Exhibit C.

VI. FINANCIAL, OPERATIONAL, AND OPERATIONAL CAPABILITIES

- A. The complete historical makeup of the Company is on file with the Commission, including financial and managerial details. Annual reports detailing the AWMi’s performance are on file with the Commission.
- B. AWMi commenced operations in 2005.
- C. AWMi is an affiliate of Artesian Resources Corporation. Information that details the organizational structure of AWMi and affiliates is on file with the Commission.
- D. AWMi currently serves approximately 2,300 customers through regional wastewater treatment stations in Sussex County, Delaware.

- E. AWMF facilities are operated by fully licensed operators that have operated in full compliance with applicable federal and state rules, regulations, and laws.
- F. AWMF is full compliance with applicable federal and state regulations regarding wastewater treatment standards.
- G. AWMF provides superior service and is not subject to any orders from any regulatory authority indicating the Company failed to provide adequate wastewater service for customers.
- H. AWMF is not subject to any orders from orders from DNREC or other regulatory authority indicating the Company failed to properly dispose and treat effluent discharges from its wastewater facilities.

VII. OTHER

- A. AWMF's CPCN application is fully consistent with prior Commission decisions.
- B. AWMF's request for a CPCN to provide wastewater service has been provided to the following parties for comment:
 - 1. John Barndt, DNREC, Division of Water Resources- via email
 - 2. John Ashman, Sussex County, Engineering Department
 - 3. Constance Holland, Delaware Office of State Planning
 - 4. David Bonar, Delaware Division of the Public Advocate

Respectfully Submitted,

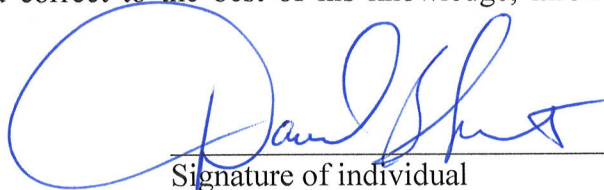


David B. Spacht
Artesian Wastewater Management, Inc.
Chief Financial Officer & Treasurer

AFFIDAVIT

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

On this 27th day of September, 20 15, personally came before me, the subscriber, a Notary Public in and for the state and county aforesaid, David B. Spacht, the CFO and Treasurer of Artesian Water Company, Inc. known to me personally to be such or having presented to me satisfactory evidence of identity, and acknowledged this document to be his act and deed and the act and deed of such corporation, that the signature of such individual is in his own proper handwriting, and that the facts set forth in this application are true and correct to the best of his knowledge, information, and belief.



Signature of individual

David B Spacht

Printed Name

SIGNED AND SWORN (OR AFFIRMED) before me on this 27th day of
September, 20 15

Robin E Thompson

Signature of Delaware Notarial Officer
NOTARY PUBLIC

Title (e.g., Notary Public)

My Commission Expires:
10 April, 20 16

SEAL



EXHIBIT A

Artesian Wastewater Management, Inc. Wastewater Service Petition

We the undersigned, request to be included in the wastewater service territory of Artesian Wastewater Management, Inc. for the following property in Sussex County, Delaware.

Parcel Nos.: 135-11.00-68.00

Property Description: Misc A/C Sussex County, RD HARBESON TO GEO, N/RT 9
4100' E/RT 30

Property Owner(s): LINGO, JOHN FLOYD TRUSTEE & NANCY B LINGO &
JOHN FLOYD LINGO, CO-TRUSTEES

Signature: Nancy B. Lingo Title: owner Date: 5/3/15

Signature: John Lingo Title: Trustee Date: 5/3/15

Signature: _____ Title: _____ Date: _____

All legal owners of the parcel must sign for the petition to be valid.

For parcels owned by individuals simply indicate owner as title.

For parcels owned by corporations, LLC's or other entities, please provide documentation of the signers authorization.

Return to
Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702

Attn: Lauri Major

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:

1-35 11.00 68.00

Owner(s) Names:

LINGO , JOHN FLOYD TRUSTEE RECO & NANCY B LINGO JOHN FLOYD LINGO, CO-TRUSTEES

Property Legal Description:

RD HARBESON TO GEO
N/RT 9 4100' E/RT 30

Billing Address:

24877 LEWES GEORGETOWN HWY
GEORGETOWN , DE 19947

Land Use:

Farm in Farmland Assessment Act w/Improvement

Zoning:

Agricultural/Residential

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Georgetown Fire District

Tax Ditch(es):

Lingo

Sewer/Water**District:**

-No Sewer Records-

Watershed:

BROADKILL-SMYRNA

REVOCABLE TRUST AGREEMENT
OF
JOHN FLOYD LINGO

THIS TRUST AGREEMENT, made this 3rd day of August, A.D. 1992, near the Town of Georgetown, in the County of Sussex, and State of Delaware, between JOHN FLOYD LINGO as Grantor, JOHN FLOYD LINGO as Trustee, and NANCY B. LINGO, JOHN FLOYD LINGO, III and LESLIE K. L. JOHNSON as Substitute Co-Trustees. The Grantor hereby transfers to the Co-Trustees the property described in the attached schedule. That property, and any other property that may be received by the Co-Trustees, shall be held and disposed of upon the following trusts:

ARTICLE I

- A. The Grantor may, by a written instrument signed, acknowledged and delivered to the Co-Trustees during the Grantor's life, revoke this Agreement in whole or in part and amend it from time to time in any respect except that the duties and compensation of the Substitute Co-Trustees shall not be materially changed by any amendment without their written approval.
- B. Notwithstanding anything contained in this trust agreement to the contrary, in the event the Grantor is incapacitated, as determined under Article II hereof, then this agreement shall immediately become irrevocable.

ARTICLE II

During the life of the Grantor, the Trustee shall pay to the Grantor all of the net income of the trust estate, and such portions of the principal as the Grantor from time to time directs in writing. However, during any period in the Grantor's life in which he is, in the opinion of two licensed physicians, incapacitated, the Substitute Co-Trustees may, in their sole and absolute discretion, use so much of the net income and any

portions or all of the principal for the support, comfort and welfare of the Grantor and his wife in their accustomed manner of living, or for any other purpose the Substitute Co-Trustees believe to be for their best interests. Any income not so used shall be accumulated and added to principal from time to time. It is the Grantor's specific intention that, if incapacitated, he receives the fullest benefits available under any public or private programs and that if he is incapacitated this trust be a "discretionary trust" as the same presently is construed under Delaware law, to the end that no person or entity other than the Co-Trustees shall have the right to direct (or to participate in any decision regarding) any payment of principal from this trust to or on behalf of the Grantor.

ARTICLE III

After the Grantor's death, the Substitute Co-Trustees shall hold and dispose of the trust property as follows:

A. If Grantor's wife, NANCY B. LINGO, survives the Grantor, the Co-Trustees shall divide the trust property into two separate trusts:

1. One trust (Trust A) shall be equal to that fractional share of the trust property which is the lesser of (a) the maximum marital deduction allowable for federal estate tax purposes, after taking into account the value of any property passing to Grantor's wife other than under this trust, and (b) the minimum marital deduction which, after taking into account the credits and deductions available to Grantor's estate for federal estate tax purposes (other than the marital deduction) will result in no federal estate tax. Any property otherwise includable under the

generation skipping tax provision shall be excluded for the purpose of determining this fractional share. In determining such fractional share, assets shall be valued at their values as finally determined for federal estate tax purposes.

2. The remaining fraction of the trust property shall be called Trust "B".
3. The Trustee shall have complete discretion in the distribution of assets to the respective trusts and the values used for such purposes except that no assets or the proceeds of sale thereof shall be distributed to Trust A which would not qualify for the marital deduction. Unproductive property shall not be held as an asset of Trust A for more than a reasonable time during the life of the Grantor's wife without her consent. It is the Grantor's intention that Trust A qualify for the marital deduction as "qualified terminable interest property". Distribution of assets to respective trusts may be made on a non-pro rata basis.

B. Trust A and Trust B shall be allocated, conveyed, transferred and delivered to the Trustee upon the following trusts:

1. The Trustee shall pay all the net income of Trust A and Trust B (and all accrued income as of the date of death of the Grantor, and all income after the date of death of the Grantor) to the Grantor's wife in convenient installments at least as often as quarter-annually during her life.
2. The Trustee shall also pay to Grantor's wife during her life such portions of the principal of Trust B

as she requests in writing, not exceeding in any calendar year, the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the value of the principal of Trust B at the end of the year. However, the Grantor's wife may designate such amounts only at any time or from time to time during the month of December of each year, and the Trustee shall pay the amounts designated only during the month of December, upon receipt of the written directions of Grantor's wife.

3. Whenever the Trustee determines that the income of the Grantor's wife from all sources known to the Trustee is not sufficient to provide for her health, maintenance, and support, the Trustee shall pay to her, or use for her benefit, such sums as the Trustee determines to be required for those purposes from the principal of Trust A, or if Trust A has previously been exhausted, from the principal of Trust B.

C. Upon the death of the Grantor's wife, after the Grantor's death, the Trustees shall distribute Trust A and Trust B, as then constituted, or if the Grantor's wife does not survive the Grantor, the Trustees shall upon the Grantor's death, distribute the trust property equally to the Grantor's two children, JOHN FLOYD LINGO, III and LESLIE K. L. JOHNSON. In the event either of the Grantor's children are deceased with children surviving them, then their share shall pass to their children, per stirpes. In the event either of the Grantor's children are deceased without children surviving them, then their share shall pass to the Grantor's remaining child, per stirpes.

ARTICLE IV

- A. No interest under this instrument shall be transferable or assignable by any beneficiary or be subject during his life to the claims of his creditors.
- B. The Trustees either may expend directly any income or principal which they are authorized in this instrument to use for the benefit of any person, or may pay it over to him, or for his use to his parent or guardian, or to any person with whom he is residing. The receipt by any such person shall be a complete discharge to the Trustee who shall not be responsible for the application of such payment.
- C. If any income or principal becomes distributable to a minor, the Trustees may, in their absolute discretion, pay all such income or principal to the guardian of the property of such minor, or retain such income or principal for such minor during minority. In case of such retention, the Trustees may apply such income or principal to the support, comfort, and education of such minor. Any unapplied principal and income shall be paid over to such minor upon his attaining majority, or if he should die before attaining majority, to his estate. In holding these funds for any minor, the Trustees shall have all the powers and discretion conferred upon them under this instrument.
- D. No Trustee shall be required to obtain the authority or approval of any court in the exercise of any power permitted under this instrument. No Trustee shall be required to file accountings with any court.
- E. No person dealing with the Trustee shall be obligated to inquire into the Trustees' power or authority or into the validity of any act of the Trustee, or be liable for the

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GEORGETOWN, DEL.

application of any money paid to the Trustees in the management of the trust funds.

F. Any trust created hereunder which has the aggregate principal value of Ten Thousand Dollars (\$10,000.00) or less may, but need not be, terminated in the discretion of the Trustees. In such event the Trustees shall distribute the assets thereof in their possession to the then current beneficiary or beneficiaries of the income, and if more than one beneficiary is so entitled, in the proportions in which they are beneficiaries.

G. The validity and effect of this instrument and the dispositions pursuant to this instrument shall be determined under the laws of the State of Delaware.

ARTICLE V

In addition to any powers given by law or otherwise and not by way of limitation of any such powers, the Trustee is authorized and empowered at any time and from time to time in her absolute discretion:

A. To hold and retain all or any property received from Grantor's estate or any other source, without regard to any law or rule of court concerning diversification, risk, or nonproductivity.

B. To invest and reinvest (or leave temporarily uninvested) any funds in any property, real or personal, of any kind or nature, including without limitation, stocks (whether common, preferred or otherwise), bonds (secured or unsecured), obligations, mortgages, other securities and interests in any of the foregoing, without regard to any law or rule of court prescribing or restricting investments for fiduciaries.

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GEORGETOWN, DEL.

- C. To make any loans, either secured or unsecured, in such amounts, upon such terms, at such rates of interest, and to such persons, firms, corporations as deemed advisable.
- D. To sell, exchange, partition or otherwise dispose of any such property, real or personal, at public or private sale, for such purposes and upon such terms, including options and sales on credit, with or without security.
- E. To mortgage any real property in such amounts and on such terms as deemed advisable, to lease any such property for such term or terms, upon such conditions and rentals and in such manner as deemed advisable, irrespective of whether the term of any lease shall exceed the period permitted by law or the probable period of any trust created hereby and to renew or modify any such leases; and to make repairs, replacements and improvements, structural or otherwise, on any such property and to charge the expense thereof in an equitable manner to principal or income as deemed proper;
- F. To borrow money for any purpose in connection with the administration of any trust created hereby, to execute promissory notes or other obligations for amounts so borrowed and to secure the payment of any amount so borrowed by mortgage or pledge of any real or personal property;
- G. To renew or extend the time of payment of any obligations, secured or unsecured, payable to or by any trust created hereby for as long a period or periods of time and on such terms as deemed advisable; and to adjust, settle, compromise and arbitrate claims or demands upon such terms as deemed advisable;

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GEORGETOWN, DEL.

- H. In respect to any stock or other securities forming part of any trust created hereby, to vote upon any proposition or election at any meeting, and to grant proxies, discretionary or otherwise, to vote at any such meeting, to join in or become a party to any reorganization, readjustment, merger, voting trust, consolidation or exchange and to deposit any such securities with any committee, depository, trustee or otherwise, and to pay out fees, expenses and assessments incurred in connection therewith and to charge the same to principal or income as deemed proper; and to exercise conversion, subscription, or other rights, or to sell or abandon such rights, and to receive and hold any new securities issued as a result of any such reorganization, readjustment, merger, voting trust, consolidation or exchange, or exercise of conversion, subscription, or other rights, and generally to take all action in respect to any such securities as could be done by an absolute owner.
- I. Whenever required or permitted to divide or distribute any property; and to make such division or distribution in kind or in money, or in part kind and in part money; without regard to the income tax basis of any property;
- J. To apportion extraordinary stock and liquidating dividends between income and principal in such manner as shall fairly take into account the relative interests of the beneficiaries; and to determine what constitutes such dividends;
- K. To engage attorneys, accountants, agents, custodians, clerks, investment counsel and other persons as deemed advisable, to make such payment therefore as deemed reasonable and to charge the expense thereof to income or

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GEORGETOWN, DEL.

principal as equitably determined, and to delegate to such persons any discretion deemed proper;

- L. To exercise all power and authority, including any discretion conferred in this instrument with respect to all accumulations of income under this instrument and with respect to all property held under a power in trust; and
- M. To exercise all power and authority, including any discretion conferred in this instrument after the termination of any trust created herein and until the same is fully distributed.
- N. In connection with making investments, to determine whether to amortize premiums in whole or in part;
- O. To hold and administer the trusts created hereby in one or more consolidated funds, in whole or in part, in which the separate trusts shall have undivided interests.

ARTICLE VI

- A. The Trustees shall not be required to give any bond or other security for the performance of their duties in the State of Delaware or any other jurisdiction.
- B. 1. In the event JOHN FLOYD LINGO is incapacitated as determined in Article II hereof or shall fail to qualify, dies before the termination of the trust, resigns or ceases to act for any reason as Trustee, then NANCY B. LINGO, JOHN FLOYD LINGO, III and LESLIE K. L. JOHNSON shall serve as Substitute Co-Trustees. In the event NANCY B. LINGO does not survive the Grantor, or shall fail to qualify, dies before the termination of the trust, resigns or ceases to act for any reason as a Substitute Co-Trustee, then JOHN FLOYD LINGO, III and LESLIE K. L. JOHNSON shall serve as Substitute Co-

DAVID W. BAKER
GEORGETOWN, DEL.

Trustees. In the event either of the Substitute Co-Trustees do not survive the Grantor, or shall fail to qualify, dies before the termination of the trust, resigns or ceases to act for any reason as Substitute Co-Trustee, then the Grantor's surviving child shall serve as Substitute Trustee.

2. Any Trustee may resign at any time by giving written notice specifying the effective date of the resignation to the beneficiaries of the current income at the time of giving notice. If JOHN FLOYD LINGO, III and LESLIE K. L. JOHNSON at any time resign, die, or are unable or refuse to act, a corporation authorized under the laws of the United States, or of any state to administer trusts, shall be appointed as Trustee by an instrument delivered to it and signed by the beneficiaries of at least two-thirds of the current income at the time of appointment. Any successor Trustee with the written approval of the person or persons appointing such successor Trustee shall accept without examination or review the accounts rendered and the property delivered by or for a predecessor Trustee, without incurring any liability or responsibility for so doing.

- C. All successor Trustees shall have the same title, powers, duties and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer.
- D. No Trustee shall be required to obtain the order or approval of any court in the exercise of any power or discretion hereunder.
- E. No individual Trustee shall be entitled to compensation for services in administering and distributing the trust property, but shall be entitled to reimbursement for expenses.

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GEORGETOWN, DEL.

- F. Any corporate Trustee shall be entitled to compensation for services in administering and distributing the trust property, and shall be entitled to reimbursement for expenses.

ARTICLE VII

Upon the Grantor's death, the Trustees may, in their discretion, pay to the estate of the deceased Grantor such amount as may be needed to pay all or part of the Grantor's debts, funeral expenses and administration expenses of Grantor's estate. The Trustees may also pay to the Grantor's estate, or the appropriate tax authorities, all estate and inheritance taxes that may become payable by reason of the Grantor's death in respect of all property comprising the Grantor's gross estate for death tax purposes, whether or not such property passes under this agreement, under the Grantor's Will, or otherwise. Such payments shall in no event be made from the amount set aside as Trust A, but shall be made from Trust B. In addition, such payments shall be made without reimbursement from any person.

ARTICLE VIII

- A. Notwithstanding anything herein to the contrary, in no event shall any of the provisions of this Trust Agreement relating to the authority, powers or discretion of or given to the Trustees be construed to cause Trust B to be included in the gross estate of the Grantor's wife. To the extent that any such provision would cause Trust B to be so included in the gross estate of the Grantor's wife, then that provision shall be sufficiently limited, or considered to be null and void.
- B. Notwithstanding anything contained in this Revocable Trust Agreement to the contrary, any beneficiary hereunder shall have the right, for a period of nine months after the date of Grantor's death, to file a "qualified disclaimer" of his interest within the meaning of Internal Revenue Code Section

2518. In the event Grantor's wife files such a disclaimer, that property so disclaimed shall be distributed in accordance with the provisions of this trust, as if she had predeceased the Grantor.

ARTICLE IX

Whenever used herein and to the extent appropriate, the masculine, feminine and neuter gender shall include all genders, the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have set their Hands and Seals the day and year first above written.

Witnesses:

John Floyd Lingo

John Floyd Lingo (Seal)
JOHN FLOYD LINGO, Grantor

John Floyd Lingo

John Floyd Lingo (Seal)
JOHN FLOYD LINGO, Trustee

Kimberly C. Brauchamp

Nancy B. Lingo (Seal)
NANCY B. LINGO, Sub. Co-Trustee

Kimberly C. Brauchamp

John Floyd Lingo, III (Seal)
JOHN FLOYD LINGO, III,
Sub. Co-Trustee

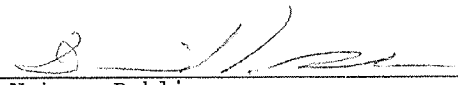
Leslie K. L. Johnson

Leslie K. L. Johnson (Seal)
LESLIE K. L. JOHNSON, Sub. Co-Trustee

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 3rd day of August, A.D. 1992, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, JOHN FLOYD LINGO, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

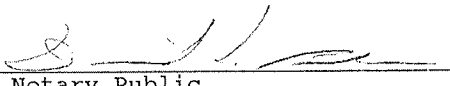

Notary Public



STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 3rd day of August, A.D. 1992, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, NANCY B. LINGO, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed.

GIVEN under my Hand and Seal of office, the day and year aforesaid.



Notary Public



STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 3rd day of August, A.D. 1992, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, JOHN FLOYD LINGO, III, party to this indenture, known to be personally to be such, and acknowledged this Indenture to be his act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.


Notary Public

(SEAL)

DAVID W. BAKER
GEORGETOWN, DEL.



STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 300 day of August, A.D. 1992, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, LESLIE K. L. JOHNSON, party to this indenture, known to be personally to be such, and acknowledged this Indenture to be her act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

 (SEAL)
Notary Public

DAVID W. BAKER
NOTARY PUBLIC
COUNTY OF SUSSEX
STATE OF DELAWARE
COMMISSION EXPIRES JUNE 20, 1993

DAVID W. BAKER
GEORGETOWN, DEL.

EXHIBIT "A"

Description of Property
Transferred

Value

Date

Witnesses:

John M. Lingo

John M. Lingo

Kimberly C. Beauchamp

Kimberly C. Beauchamp

John M. Lingo

John Floyd Lingo (Seal)
JOHN FLOYD LINGO, Grantor

John Floyd Lingo (Seal)
JOHN FLOYD LINGO, Trustee

Nancy B. Lingo (Seal)
NANCY B. LINGO, Sub. Trustee

John Floyd Lingo (Seal)
JOHN FLOYD LINGO, III,
Sub. Co-Trustee

Leslie K. L. Johnson (Seal)
LESLIE K. L. JOHNSON, Sub. Co-Trustee

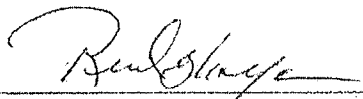
DAVID W. BAKER
GEORGETOWN, DEL.

Artesian Wastewater Management, Inc. Wastewater Service Petition

We the undersigned, request to be included in the wastewater service territory of Artesian Wastewater Management, Inc. for the following property in Sussex County, Delaware.

Parcel Nos.: 3-34 10.00 23.00

Property Description: Misc A/C Sussex County
Property Owner(s): Wolfe, Russel B & Larry K Wolfe %Larry Wolfe

Signature:  Title: CO-owner Date: 13 MAR 2015
Russel B Wolfe

Signature:  Title: CO-owner Date: 17 MAR 2015
Larry K Wolfe

All legal owners of the parcel must sign for the petition to be valid.
For parcels owned by individuals simply indicate owner as title.
For parcels owned by corporations, LLC's or other entities, please provide documentation of the signers authorization.

Return to
Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702
Attn: Lauri Major

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:

3-34 10.00 23.00

Owner(s) Names:

WOLFE , RUSSEL B & LARRY K WOLFE %LARRY WOLFE

Property Legal Description:

RD LEWES TO
GEORGETOWN

Billing Address:

18331 JOSEPH RD
LEWES , DE 19958

Land Use:

Farm

Zoning:

Agricultural/Residential

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Lewes Fire District

Tax Ditch(es):

-No Ditch Records-

Sewer/Water**District:**

-No Sewer Records-

Watershed:

BROADKILL-SMYRNA

Artesian Wastewater Management, Inc. Wastewater Service Petition

We the undersigned, request to be included in the wastewater service territory of Artesian Wastewater Management, Inc. for the following property in Sussex County, Delaware.

Parcel Nos.: 2-35 8.00 84.00, 2-35 8.00 85.00

Property Description: Misc A/C Sussex County
Property Owner(s): Greens at Broadview LLC

Signature: William C Adkins Title: _____ Date: 3-15-15
William C. Adkins Manager

Signature: Peter Oakley Title: _____ Date: 3-9-15
Peter Oakley Manager

All legal owners of the parcel must sign for the petition to be valid.

For parcels owned by individuals simply indicate owner as title.

For parcels owned by corporations, LLC's or other entities, please provide documentation of the signers authorization.

Return to
Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702
Attn: Lauri Major

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:

2-35 8.00 85.00

Owner(s) Names:

GREENS AT , BROADVIEW LLC

Property Legal Description:

1.82 AC S IMP
BROADKILN SCH

Billing Address:

421 KINGS HWY
MILFORD , DE 19963

Land Use:

Residential, Vacant Lot,No Improvement

Zoning:

Agricultural/Residential

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Milton Fire District

Tax Ditch(es):

-No Ditch Records-

Sewer/Water**District:**

-No Sewer Records-

Watershed:

BROADKILL-SMYRNA

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:
2-35 8.00 84.00

Owner(s) Names:
GREENS AT , BROADVIEW LLC

Property Legal Description:
E/RD 234A & RT 1
S/RT 16

Billing Address:
27052 BROADKILL RD
MILTON , DE 19968

Land Use:
Commercial

Zoning:
Agricultural/Residential

Town/Municipality:
-No Town or Municipality Specified-

Fire District(s):
Milton Fire District

Tax Ditch(es):
-No Ditch Records-

**Sewer/Water
District:**
-No Sewer Records-

Watershed:
BROADKILL-SMYRNA

THE GREENS AT BROADVIEW, L.L.C.

FIRST MODIFICATION AGREEMENT

to

Limited Liability Company Agreement

THIS FIRST MODIFICATION AGREEMENT to the Limited Liability Company Agreement of The Greens at Broadview, L.L.C. dated March 5th, is made and entered into this 12th day of June, 1999.

RECITALS:

- A. The Greens at Broadview, L.L.C., (the "Company") a Delaware limited liability company was duly formed according to the laws of the State of Delaware on March 2, 1999.
- B. The internal affairs of the Company are conducted in accordance with a Limited Liability Company Agreement (the "Agreement") adopted by the initial Company Mangers and Members on 3/5, 1999.
- C. Pursuant to Section 14.7 of the Agreement the Agreement may not be amended except by the unanimous written agreement of all the Members.
- D. The Members are desirous of modifying the Agreement by this instrument, while continuing to reserve the power to further modify the Agreement in the future.

NOW, THEREFORE, for and in consideration of the mutual covenants, rights, obligations and promises contained herein, the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed by each Member, the Members hereby agree as follows:

1. Section 5.2 of the Agreement shall be deleted in its entirety and replaced as follows:

5.2. Number, Tenure and Qualifications of Managers. The Company shall initially have three Managers, whose names and addresses shall be as set forth in Exhibit B attached hereto. The number of Managers of the Company shall be fixed from time to time by the affirmative vote of Members owning a majority Equity Interest, but in no instance shall there be less than one Manager. Each Manager shall hold office until he is removed or resigns pursuant to Section 5.6. Managers shall be appointed by a seventy-five percent (75%) affirmative vote of the Members. Managers need not be Members. Except where a specific number of Managers is set forth, all actions of the Managers shall be taken by the consent or affirmative vote of a majority of the Managers, with or without a meeting.

2. Section 6.1(a)(v) of the Agreement shall be deleted in its entirety and replaced as follows:

(v) After the initial construction of the golf course and related structures to be owned and operated by the Company, to make expenditures (whether for operating expenses or capital acquisitions) not in excess of \$100,000 in any single transaction or series of related transactions. The fact that a Manager or an Equity Owner is, or is directly or indirectly affiliated or connected with any Person to whom the expenditure would be made, shall not prohibit a Manager from dealing with that Person provided that the Person, Member or Equity Owner shall fully disclose the affiliation or connection and the transaction has been approved by remaining Members owning a majority Equity Interest after such disclosure.

3. Section 6.1(a)(vi) of the Agreement shall be deleted in its entirety and replaced as follows:

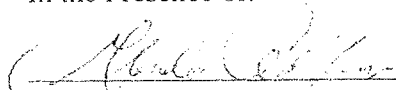
(vi) To borrow money in any single transaction or series of related transactions not in excess of \$100,000 for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as they deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums.

4. Except as modified above, the Agreement shall remain in full force and effect.

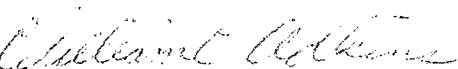
IN WITNESS WHEREOF, the undersigned hereby agree, acknowledge and certify that this First Modification Agreement consisting of five (5) pages, including all signature pages, constitutes the Agreement of **THE GREENS AT BROADVIEW, L.L.C.** adopted by the Members of the Company as of the effective date first above written.

Signed, Sealed, and Delivered
In the Presence of:


THE GREENS AT BROADVIEW, L.L.C.



Witness

By: 

William C. Adkins, Manager



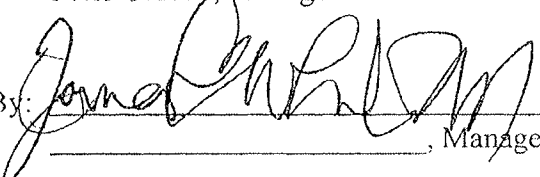
Witness

By: 

Peter Oakley, Manager



Witness

By: 
_____, Manager

THE GREENS AT BROADVIEW, L.L.C.

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THE GREENS AT BROADVIEW, L.L.C.

Limited Liability Company Agreement

THIS LIMITED LIABILITY COMPANY AGREEMENT of THE GREENS AT BROADVIEW, L.L.C. (the "Company"), is made and entered into this ____ day of March, 1999.

FOR AND IN CONSIDERATION OF the mutual covenants, rights, obligations and promises contained herein, the benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed by each Member, the Members hereby agree as follows:

ARTICLE I. DEFINITIONS

1.1. Definitions Related to Management and Economic Relationships. As a result of the economic and management flexibility inherent in a limited liability company, the owners of the equity in the Company are variously defined as are their Equity Interests in the Company. The right of any Person to participate in the profits and distributions of the Company is represented by the "Units" issued by the Company. All Persons who own Units are referred to as "Equity Owners." There are two types of Equity Owners: (1) "Members" and (2) Unit owners. A "Member" is each of the Persons who own Units and executes a counterpart of this Agreement as a Member and each Person who is hereafter admitted as a Member. A Unit owner is any Person who owns Units and has not been admitted as a Member. Each Equity Owner has an interest in the Company that is referred to as an "Equity Interest." The Equity Interest of a Member is referred to herein as the Member's "Membership Interest" and includes not only the Member's Units but also all other rights, including the Member's right to information and the right to participate in management. The Equity Interest of a Unit owner is limited to the Unit owner's Units.

1.2. Definitions. The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein);

(a) "Act" shall mean the Delaware Limited Liability Company Act at Title 6, Chapter 18 of the Delaware Code.

(b) "Affiliate" of any Equity Owner means any Person that, directly or indirectly, controls, is controlled by or is under common control with, such Equity Owner.

(c) "Agreement" shall mean this Limited Liability Company Agreement as originally executed and as amended from time to time.

(d) "Book Value of the Company" means the amount of money and the book value of all property of the Company determined in accordance with generally accepted accounting

principles reduced by the liabilities of the Company, except that in determining the book value of the Company, no capital contributions made during the 90-day period ending on the date of determination shall be counted.

(e) "Capital Contribution" means the cash, cash equivalents or the agreed fair market value of property which an Equity Owner contributes to the Company for Units or as a contribution to capital, net of any liabilities secured by such contributed property or which the Company assumes or subject to which the Company takes the property. Capital contributions shall not include obligations to contribute cash at a future date, until such contributions of cash are actually made.

(f) "Capital Balance" for each Unit means the Capital Contribution made to acquire each Unit increased by an amount determined by dividing any Capital Contribution that was not made to acquire Units divided by the number of Units owned by the Equity Owner at the time of such Capital Contribution and reduced by the amount of any distribution with respect to such Unit.

(g) "Certificate of Formation" shall mean the certificate of formation of **THE GREENS AT BROADVIEW, L.L.C.** as filed with the Secretary of State of Delaware pursuant to the Act and as may be amended from time to time.

(h) "Company" shall refer to **THE GREENS AT BROADVIEW, L.L.C.**

(i) "Effective Date" shall be the date upon which the certificate of formation is filed in the office of the Secretary of State of Delaware pursuant to the Act.

(j) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

(k) "Equity Interest" shall have the meaning set forth in Section 1.1 above.

(l) "Equity Owner" shall have the meaning set forth in Section 1.1 above.

(m) "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

(n) "Managers" shall mean the individuals designated as Managers in this Agreement or elected or designated as provided in this Agreement. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(o) "Member" shall have the meaning set forth in Section 1.1 above.

(p) "Membership Interest" shall have the meaning set forth in Section 1.1 above.

(q) "Members owning a Majority Equity Interest" shall mean one or more Members owning Units which exceed one-half of all the Units held by all Members. "Remaining Members owning a majority Equity Interest" shall mean, in the case of a transaction in which one or more Members may have a personal interest in the transaction, one or more Members not interested in the transaction owning Units which exceed one-half of all the Units held by all Members who are not interested in the transaction.

(r) "Option" shall mean an option to purchase Units issued pursuant to an option plan adopted by the Company pursuant to this Agreement.

(s) "Person" shall mean any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(t) "Pro Rata in proportion to Units" shall refer to the determination using a fraction, the numerator of which is the number of Units held by an Equity Owner and the denominator of which is the number of all Units outstanding.

(u) "Redemption Price" with respect to each Unit shall be the book value of the Company divided by the number of Units outstanding at the time of the redemption.

(v) "Reorganization"--The merger or conversion of the Company, or a sale of assets, or other transaction pursuant to which a Person or Persons acquire all or substantially all of the assets of the Company in a single or series of related transactions.

(w) "Selling Equity Owner" shall mean any Equity Owner which transfers for consideration all or any portion of its Units.

(x) "Transfer" shall mean any transfer of Units by sale, exchange, gift, inheritance, operation of law or other transfer.

(y) "Transferee" shall mean any Person who acquires Units from a Person other than the Company.

(z) "Unit" shall have the meaning set forth in Section 1.1 above.

(aa) "Unit Owner" shall have the meaning set forth in Section 1.1 above.

ARTICLE II. FORMATION OF COMPANY

2.1. **Formation.** Effective as of the effective date the Members executing this Agreement form a Delaware Limited Liability Company pursuant to the Act. Any Manager of the Company shall execute and file on behalf of the Company such amendments to the Certificate of Formation, and such trade name affidavits, additional instruments and amendments thereto, as may from time to time be necessary or appropriate to carry out this Agreement and enable the Company to conduct its business in accordance with applicable laws.

2.2. **Name.** The name of the Company is **THE GREENS AT BROADVIEW, L.L.C.**

2.3. **Places of Business.** The Company may locate its places of business at any place or places as the Company may from time to time deem advisable.

2.4. **Registered Office and Registered Agent.** The Company's initial registered office and registered agent at that address shall be as set forth in the certificate of formation. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Delaware Secretary of State pursuant to the Act and by giving notice to each of the Members in the manner provided in this Agreement.

2.5. **Term.** The term of the Company shall be perpetual. The Company shall continue until the Company is dissolved in accordance with either the provisions of this Agreement or the Act.

ARTICLE III. PURPOSES

The purpose of the Company shall be to engage in any lawful activity or business with the exception of the business of granting policies of insurance, or assuming insurance risks or banking.

ARTICLE IV. NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the initial Members shall be as set forth in Exhibit A attached hereto.

ARTICLE V. MANAGEMENT OF THE COMPANY

5.1. **Management.** The business and affairs of the Company shall be managed by its Managers. Subject to Section 7.1 hereof and non-waivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business to the extent provided or limited by this Agreement.

5.2. Number, Tenure and Qualifications of Managers. The Company shall initially have two Managers, whose names and addresses shall be as set forth in Exhibit B attached hereto. The number of Managers of the Company shall be fixed from time to time by the affirmative vote of Members owning a majority Equity Interest, but in no instance shall there be less than one Manager. Each Manager shall hold office until he is removed or resigns pursuant to Section 5.6. Managers shall be appointed by a seventy-five percent (75%) affirmative vote of the Members. Managers need not be Members. Except where a specific number of Managers is set forth, all actions of the Managers shall be taken by the consent or affirmative vote of a majority of the Managers, with or without a meeting.

5.3. Liability for Certain Acts. The Managers do not, in any way, guarantee the return of the Equity Owners' Capital Contributions or a profit for the Equity Owners from the operations of the Company. No Manager shall be liable to the Company or to any Equity Owner for any loss or damage sustained by the Company or any Equity Interest owner, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of this operating Agreement or a wrongful taking by the Manager.

5.4. Managers and Equity Owners Have No Exclusive Duty to Company. No Manager shall be required to manage the Company as the Manager's sole and exclusive function and any Manager and/or Equity Owner may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Equity Owner shall have any right, by virtue of this operating Agreement, to share or participate in such other investments or activities of the Manager and/or Equity Owner or to the income or proceeds derived therefrom. Neither any Manager nor any Equity Owner shall incur any liability to the Company or to any of the Equity Owners as a result of engaging in any other business or venture.

5.5. Indemnity of the Managers, Employees and Other Agents. The Company may indemnify the Managers and employees of the Company, and other agents and make advances for expenses to the maximum extent permitted under the Act, consistent with any employment or indemnification Agreement with such Persons, except to the extent the claim for which indemnification is sought results from a violation of Section 5.3.

5.6. Cessation as Manager. Any Manager shall cease to be a Manager on the Manager's death, incompetence, becoming a debtor under the United States Bankruptcy Code, resignation or removal. A Manager may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. All or any lesser number of Managers may be removed at any time by a seventy-five percent (75%) affirmative vote of the Members. Any Manager who is being considered for removal may participate in such vote. Any Equity Owner who has ceased to be a Manager shall continue to be an Equity Owner and such cessation shall not affect the rights of such Equity Owner as Member or Unit owner, as the case may be.

5.7. Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company shall be filled by the affirmative vote of Members owning a majority Equity Interest.

5.8. Compensation, Reimbursement, Organization Expenses.

(a) The compensation of the Managers shall be fixed from time to time by the Managers, and no Manager shall be prevented from receiving such compensation by reason of the fact that he is also an Equity Owner. No Member shall be entitled to compensation from the Company for services rendered to the Company as such. Upon the submission of appropriate documentation each Member shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred by such Member on behalf of the Company or at the Company's request.

(b) The Company shall reimburse the Managers and Members for the legal expenses reasonably incurred by them in connection with the formation, organization and capitalization of the Company, including the legal fees incurred in connection with the preparation of this Agreement and other actions in connection with the organization, operation, and liquidation of the Company.

(c) The Managers shall cause the Company to make an appropriate election to treat the expenses incurred by the Company in connection with the formation and organization of the Company to be amortized over the 60-month period beginning with the month in which the Company begins business to the extent that such expenses constitute "organizational expenses" of the Company within the meaning of Code Section 709(b)(2).

ARTICLE VI. LIMITATIONS ON AUTHORITY

6.1. Certain Powers of Managers and Restrictions on Authority of the Managers.

(a) Subject to Subsections 6.1(b) and 6.1(c) hereof, any Manager shall have power and authority, on behalf of the Company:

(i) To do and perform all other acts as may be necessary or appropriate to carry out the Company's purpose;

(ii) To open, close, and convert bank accounts in the name of the Company, and determine the signatories thereon;

(iii) To purchase liability and other insurance to protect the Company's property and business;

(iv) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(v) After the initial construction of the golf course and related structures to be owned and operated by the Company, to make expenditures (whether for operating expenses or capital acquisitions) not in excess of \$250,000 in any single transaction or series of related transactions. The fact that a Manager or an Equity

Owner is, or is directly or indirectly affiliated or connected with any Person to whom the expenditure would be made, shall not prohibit a Manager from dealing with that Person provided that the Person, Member or Equity Owner shall fully disclose the affiliation or connection and the transaction has been approved by remaining Members owning a majority Equity Interest after such disclosure;

(vi) To borrow money in any single transaction or series of related transactions not in excess of \$250,000 for the Company from banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as they deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

(vii) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(viii) To issue options in accordance with option plans adopted by the Members;

(ix) To issue Units for such consideration as such Managers determine; and

(x) To confess a judgment against the Company not in excess of \$1,000,000.

(B) Subject to subsection 6.1(c) hereof, only with the consent of all Managers and Members owning a seventy five percent (75%) majority Equity Interest, any Manager shall have the power and authority, on behalf of the Company:

(i) To cause the Company to request additional contributions from the Members;

(ii) To cause the Company to borrow money from Equity Owners or request additional contributions from Members;

(iii) To cause a change in the purpose of the Company;

(iv) To cause the Company to be party to a reorganization;

(v) To do any act which would make it impossible to fulfill the purpose of the Company;

(vi) To amend this Agreement or take any action in violation of this Agreement (other than an action or amendment described in Section 6.1(c));

(vii) To cause the Company to voluntarily initiate a proceeding under which the Company would become a debtor under the United States Bankruptcy Code; and

(viii) To sell, exchange or otherwise dispose of all, or substantially all, of the Company's assets in a single or series of related transactions.

(c) Notwithstanding any other provision of this Section 6.1, neither the Managers nor any Member or Members shall have the authority to amend this Agreement or take any action that would have a material adverse effect on a similarly situated group of Members (the "Affected Group") without the consent of Members of the Affected Group holding a majority of the Units held by all Members within the Affected Group, or, if the material adverse effect does not affect a group of Members in the same way, by each Member who would suffer a material adverse effect. For purposes of this subsection 6.1(c), a material adverse effect is any increase in the obligation to make contributions, any modification of the allocation to the affected Member or Affected Group of profits, losses, income, gain, loss or credit for tax purposes or any modification in a Member's right to distributions. Notwithstanding the foregoing, no increase or decrease of the number of outstanding Units or allocation of profits, losses, income, deduction or credit for tax purposes shall be considered a material adverse effect.

6.2. Right To Rely on the Managers.

(a) Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a majority of the Managers as to:

- (i) The identity of any Manager or Equity Owner;
- (ii) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any Manager or which are in any other manner germane to the affairs of the Company;
- (iii) The Persons who are authorized to execute and deliver any instrument or document of the Company; or
- (iv) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Equity Owner.

ARTICLE VII. RIGHTS AND OBLIGATIONS OF EQUITY OWNERS

7.1. Limitation of Liability. An Equity Owner shall not be Personally liable for any debts or losses of the Company beyond such Equity Owner's Capital Contributions and any obligation of the Equity Owner under Section 8.1 or 8.2 to make Capital Contributions, except as otherwise provided herein or required by law.

7.2. List of Equity Owners. Upon written request of any Member, the Managers shall provide a list showing the names, addresses, Units of all Equity Owners.

7.3. Company Books. In accordance with Section 9.7 herein, the Managers shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books,

and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Equity Owner's expense.

7.4. Priority and Return of Capital. No Equity Owner shall have priority over any other Equity Owner, either as to the return of capital contributions or as to profits, losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which an Equity Owner has made to the Company.

ARTICLE VIII. CONTRIBUTIONS TO THE COMPANY

8.1. Equity Owners' Capital Contributions. Concurrently with the execution of this Agreement, each Initial Member shall contribute to the Company the appropriate amount as set forth in Exhibit A attached hereto.

8.2. Additional Contributions. Each Equity Owner shall be required to make such additional Capital Contributions as shall be determined by the Managers with the consent of Members owning a seventy five percent (75%) majority Equity Interest to be reasonably necessary to meet the expenses of the Company. Upon the making of any such determination, the Managers shall give written notice to each Equity Owner specifying the aggregate amount and such Equity Owner's share (determined pro rata in proportion to Units) of the required additional contribution, and each Equity Owner shall deliver to the Company its share thereof no later than 30 days following the date such notice is given. In the event any Equity Owner (the "Defaulting Equity Owner") fails to make that Equity Owner's additional contribution as provided herein, all Equity Owners (the "Nondefaulting Equity Owners") who have made their additional contribution hereunder shall be offered the opportunity to make the additional contribution that such Equity Owner has failed to make. In addition, the Managers may issue additional Units to the Nondefaulting Equity Owners who made their contributions in an amount to be determined by the Managers to be fair and reasonable considering the amount of additional contributions, provided that in the event the Defaulting Equity Owner reimburses the Nondefaulting Equity Owners who have made the Defaulting Equity Owner's additional contribution plus interest at the prime interest rate quoted in the Wall Street Journal on the date of reimbursement plus 4 percentage points within six months after the Nondefaulting Equity Owners have made their contributions, the Managers shall issue sufficient additional Units to Equity Owners to restore the ratio of Equity Owners Units to the ratio that existed before the call for additional contributions. None of the terms, covenants, obligations or rights contained in this Section 8.2 is or shall be deemed to be for the benefit of any Person or entity other than the Members and the Company, and no such third Person shall under any circumstances have any right to compel any actions or payments by the Managers and/or the Members.

ARTICLE IX. UNITS

9.1. Classes of Units. The Company shall have one class of Units. Each Unit shall have equal rights and preferences in the assets of the Company.

9.2. Distributions.

9.2.1. Except as otherwise provided herein, distributions shall be distributed to the Members in proportion to Units.

9.2.2. Distributions shall be made at such times as determined by the Managers in their discretion. All amounts withheld pursuant to any provisions of federal, state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 9.2.

9.3. Limitation Upon Distributions. No distribution shall be declared and paid that would be prohibited under the Act.

9.4. Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

9.5. Loans to Company. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company in accordance with terms and conditions approved by the Managers.

9.6. Accounting Period. The Company's accounting period shall be the calendar year.

9.7. Records, Audits and Reports. At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known business, residence, or mailing address of each past and present Equity Owner;

(b) A copy of the certificate of formation of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the five most recent years;

(d) Copies of the Company's currently effective Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three most recent years;

(e) Minutes of every annual, special meeting and court-ordered meeting; and

(f) Any written consents obtained from Members for actions taken by Members without a meeting.

ARTICLE X. TRANSFERABILITY AND WITHDRAWAL

10.1. **Withdrawal.** Any Equity Owner (the withdrawing Equity Owner) who wishes to withdraw may give notice to the Company and the other Equity Owners, in which event the Company shall have the right, but not the obligation, to redeem the withdrawing Equity Owner's Units for an amount equal the redemption price for those Units determined at the time of withdrawal. If the Company elects to repurchase the Equity Owner's Units, the redemption price shall be paid without interest in six equal annual installments commencing 75 days after the Company's receipt of the notice of withdrawal. The Company shall have the right to assign the right to purchase the withdrawing Equity Owner's Units to one or more other persons, in which case such other Persons shall have the right to purchase the withdrawing Equity Owner's Equity Interest as provided in this subsection 10.1. In the event the Company and other Persons do not purchase all of the Equity Owner's Units, the Equity Owner, if a Member, shall cease to be a Member, but shall otherwise remain as an Equity Owner.

10.2. General.

10.2.1. An Equity Owner may transfer his Equity Interest during his lifetime to a spouse, lineal descendant, then current Member or a trust that is classified as a "grantor trust" by the Code so long as the other requirements of this Section XI are satisfied. Upon the death of a Equity Owner, his Equity Interest may be bequeathed to his spouse, lineal descendant or then current Member so long as the other requirements of this Section XI are satisfied. A transfer pursuant to this Section 10.2.1. shall not cause the provisions of Section 10.3 to become applicable to such transfer, but a subsequent transfer, unless it is within the scope of this 10.2.1., shall be subject to the provisions of Section 10.3.

10.2.2. Except as set forth in Section 10.2.1., no Equity Owner shall have the right to sell, assign, transfer, exchange or otherwise transfer (collectively, for purposes of this Article X "Sell" or "Sale"), all or any of such Equity Owner's Units. Each Equity Owner hereby acknowledges the reasonableness of the restrictions on the sale of Units imposed by this Agreement in view of the Company purposes and the relationship of the Equity Owners. Accordingly, the restrictions on sale contained herein shall be specifically enforceable. In the event that any Equity Owner pledges or otherwise encumbers any of that Equity Owner's Units as security for repayment of a liability, any such pledge or hypothecation shall be made pursuant to a pledge or hypothecation Agreement that requires the pledgee or secured party to be bound by all the terms and conditions of this Article X.

10.3. Right of First Refusal.

(a) A Selling Equity Owner desiring to sell all or any portion of the Selling Equity Owner's Units to a Person shall obtain from such Person a bona fide written offer to purchase such Equity Interest, stating the terms and conditions upon which the sale is to be made and the consideration offered therefor. The Selling Equity Owner shall give written notification to the Company and the Remaining Equity Owners, by certified mail or Personal

delivery of its intention to sell such Equity Interest, furnishing to the Remaining Equity Owners a copy of the aforesaid written offer to acquire such Equity Interest.

(b) The Company or the Remaining Equity Owners, and each of them shall, on a basis pro rata in proportion to Units or on a basis pro rata in proportion to Units of those remaining Members exercising their right of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the Equity Interest proposed to be sold by the Selling Equity Owner for a price equal to the price stated in the written offer. The price to be paid for such Units shall be paid upon the same terms and conditions as stated in the aforesaid written offer to purchase. If the Company, Remaining Equity Owners or both elect to purchase the Selling Equity Owner's Equity Interest, they shall notify the Selling Equity Owner by giving written notification to the Selling Equity Owner, by certified mail or Personal delivery, of their intention to do so within 30 days after receiving written notice from the Selling Equity Owner. The failure of the Company, the Remaining Equity Owners (or any one or more of them) to so notify the Selling Equity Owner of their desire to exercise this right of first refusal within said 30 day period shall result in the termination of the right of first refusal and the Selling Equity Owner shall be entitled to consummate the sale of its Equity Interest in the Company, or such portion of its Equity Interest, if any, with respect to which the right of first refusal has not been exercised, to such third party purchaser, subject to the limitations imposed by Section 10.4 below:

In the event the Remaining Equity Owners (or any one or more of the Remaining Equity Owners) give written notice to the Selling Equity Owner of their desire to exercise this right of first refusal and to purchase all of the Selling Equity Owner's Equity Interest in the Company which the Selling Equity Owner desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the Remaining Equity Owners shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within 90 days after receipt of written notification from the Selling Equity Owner of the third party offer to purchase.

(c) In the event of either the purchase of the Selling Equity Owner's Units in the Company by a Person or the purchase of Units from the Company pursuant to any option, and as a condition to recognizing the effectiveness and binding nature of any such sale and (subject to Section 10.4, below) admission of the proposed Transferee as a Member as against the Company or otherwise, the remaining Members may require the Selling Equity Owner and the proposed Transferee to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members may deem necessary or desirable to:

(i) Constitute such Transferee as an Equity Owner;

(ii) Confirm that the Transferee has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Agreement, as the same may have been further amended (whether such Person is to be admitted as a Member or will merely be a Unit owner);

(iii) Preserve the Company after the completion of such sale under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(iv) Maintain the status of the Company as a partnership for federal tax purposes; and

(v) Assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale of a Unit or admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given, or, if no such consent was required then on such date that the Transferee complies with Section 10.3(c). The Selling Equity Owner agrees, upon request of the remaining Members, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the remaining Members from time to time in connection with such sale or admission of the Transferee as a Member. The Selling Equity Owner hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.4. Transferee or Optionee Not Member in Absence of Unanimous Consent. A Transferee of Units, or an Optionee acquiring Units through the exercise of an option, who was not a Member before the transfer or exercise shall not be admitted as a Member unless the Transferee or Optionee is admitted as a Member in accordance with Article X. Unless admitted as a Member, such Transferee or Optionee shall have no right to participate in the management of the business and affairs of the Company or to become a Member.

(a) Upon and contemporaneously with any transfer or redemption by the Company of all Units owned by a Member, such Member shall cease to have any further rights under this Agreement.

(b) The restrictions on transfer contained in this Section 10.4 are intended to comply (and shall be interpreted consistently) with the restrictions on sale set forth in Sections 18-702 and 18-704 of the Act.

10.5. Specific Enforcement. Because of the unique relationship of the Equity Owners and the Company and the unique value of their Equity Interests therein, in addition to any other remedies for breach hereof, the provisions of this Agreement concerning sale of Units shall be specifically enforceable.

ARTICLE XI. ADMISSION OF MEMBERS

The Managers, with the consent of Members owning a majority Equity Interest, may admit Unit owners as Members and may admit new Members and issue Units and accept such Capital Contributions as the Managers determine from time to time.

ARTICLE XII. DISSOLUTION AND TERMINATION

12.1. **Dissolution.** The Company shall be dissolved upon the written Agreement of Members owning a seventy five percent (75%) majority Equity Interest. Notwithstanding any provision of the Act to the contrary, the Company shall continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued Membership of the Member.

12.2. Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, the Managers shall immediately proceed to wind up the affairs of the Company.

(b) Upon the winding up of the Company, the assets shall be distributed as follows:

(i) First, to creditors, including Equity Owners and Managers who are creditors in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for which reasonable provision for payment has been made; and

(ii) Then, to Equity Owners in pro rata in proportion to Units.

12.3. **Certificate of Cancellation.** When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a certificate of cancellation shall be prepared, executed and filed in accordance with the Act.

12.4. **Return of Contribution Nonrecourse to Other Members.** Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of his or its Capital Contribution. If the distribution provided in Section 12.2 is insufficient to return the Capital Contribution of one or more Members, such Member or Members shall have no recourse against the Company or any other Member.

ARTICLE XIII. TAXATION MATTERS

13.1. **Scope of Article XIII.** This Article XIII addresses certain issues of the taxation of the Company and its Members and is not intended to affect any other economic rights of the Members. To the extent any provision of this Article XIII is inconsistent with any other provision of this Agreement, such other provision shall govern.

13.2. **Company Treated as a Partnership--Election To Be Treated as Corporation.** The Company shall be treated as a partnership for federal tax purposes and shall not elect to be treated as a corporation under Treasury Regulations Section 301.7701-3(c) unless such treatment is approved by Members owning a majority Equity Interest. If such election is approved, any Manager may execute the election to be treated as a corporation.

13.3. Definitions. Solely for purposes of this Article XIII:

(a) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(b) "Tax Items" shall mean the income, gain, loss, and credit of the Company determined for tax purposes.

(c) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the certificate of formation and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

13.4. Allocation of Tax Items.

(a) Tax Items shall be allocated among the Equity Owners in accordance with the Equity Owner's Equity Interest in the Company. In allocating Tax Items, the allocations should consider the Members' relative contributions to the Company, the Equity Interests of the Members in economic profits and losses, the Equity Interests of the Members in cash flow and other nonliquidating distributions, and the rights of the Members to distribution upon liquidation.

(b) To the extent consistent with Code Section 704(b), the Company should allocate Tax Items as if it maintained capital accounts in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv) which are credited or charged with tax items in such a manner to cause the capital accounts to equal the amount that would be distributed on liquidation at the close of each fiscal year. In making allocations, the capital accounts should be computed without an obligation to restore deficit capital accounts as described in Treasury Regulations Section 1.704-1(b)(2)(c), with a "qualified income offset" as defined in Treasury Regulations Section 1.704-1(b)(2)(d)(6), in which capital accounts are revalued as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and in which built in gain and built in loss as defined Treasury Regulations Section 1.704-3(a)(3) and differences between book value and tax basis as a result of revaluation as described in Treasury Regulations Section 1.704-3(a)(6) is accounted for using the traditional method of making Section 704(c) allocations as described in Treasury Regulations Section 1.704-3(b).

13.5. Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of each fiscal year.

All elections permitted to be made by the Company under federal or state laws and the appointment of the tax matters partner for purposes of Code Section 6231 shall be made by the Managers.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.1. **Accounting Principles.** The profits and losses of the Company shall be determined in accordance with generally accepted accounting principles applied on a consistent basis using the accrual method of accounting. It is intended that the Company will elect those accounting methods which provide the Company with the greatest tax benefits.

14.2. **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, as shown on Exhibit A attached hereto and as amended from time to time. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

14.3. **Books of Account and Records.** Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers. Such books and records shall be maintained as provided in Section 9.7. The books and records shall be maintained at the principal place of business of the Company and shall be open to the reasonable inspection and examination of the Members, Assignees or their duly authorized representatives during reasonable business hours.

14.4. **Application of Delaware Law.** This Agreement, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically the Act.

14.5. **Confidentiality.** Except as contemplated hereby or required by a court of competent authority, each Member shall keep confidential and shall not disclose to any third party and shall use its reasonable efforts to prevent its affiliates, employees, agents, and representatives from disclosing to third parties without the prior written consent of the Managers any information which (1) pertains to this Agreement, any negotiations pertaining thereto, any of the transactions contemplated hereby, or the business of the Company, or (2) pertains to non-public or proprietary information of any Member or the Company or which any Member has labeled in writing as confidential or proprietary; provided that any Member may disclose such information to its affiliates, employees, agents, and representatives. No Member shall use, and each Member shall use its best efforts to prevent any affiliate of such Member from using, any information which (1) pertains to this Agreement, any negotiations pertaining hereto, any of the transactions contemplated hereby, or the business of the Company, or (2) pertains to nonpublic or proprietary information of any Member of the Company or which any Member has labeled in writing as confidential or proprietary, except in furtherance of the business of the Company.

14.6. **Waiver of Action for Partition.** Each Member and assignee irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

14.7. **Amendments.** This Agreement may not be amended except by the unanimous written Agreement of all the Members.

14.8. **Execution of Additional Instruments.** Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other documents or instruments as may be necessary to comply with any laws, rules or regulations.

14.9. **Waivers.** The failure of any party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation, from having the effect of an original violation.

14.10. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.11. **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.12. **Successors and Assigns.** Each and all of the covenants, terms, provisions and Agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective successors and assigns.

14.13. **Creditors.** None of the provisions of this Agreement shall be for the benefit of, or enforceable by any creditors of the Company.

14.14. **Counterparts.** Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXHIBIT A

List of Members, Capital Contributions, and Percentages
As of March 5, 1999

<u>Name, Address, and Taxpayer I.D. Number</u>	<u>Capital Contribution</u>	<u>Percentage Ownership</u>
William C. Adkins 421 Kings Highway Milford, DE 19963 222-40-9746	\$100.00	50%
Peter Oakley 25 Coventry Lane Lewes, DE 19958 223-64-1807	\$100.00	50%

EXHIBIT B

List of Initial Managers As of March 5, 1999


William C. Adkins
421 Kings Highway
Milford, DE 19963


Peter Oakley
25 Coventry Lane
Lewes, DE 19958

CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing Agreement, consisting of eighteen (18) pages, excluding the Table of Contents and attached Exhibits, constitutes the Agreement of **THE GREENS AT BROADVIEW, L.L.C.** adopted by the Members of the Company as of the effective date.

THE GREENS AT BROADVIEW, L.L.C.

By:  Member Manager
WILLIAM C. ADKINS, Manager

By: 
PETER OAKLEY, Manager

MEMBERS:

WILLIAM C. ADKINS

PETER OAKLEY

Artesian Wastewater Management, Inc. Wastewater Service Petition

We the undersigned, request to be included in the wastewater service territory of Artesian Wastewater Management, Inc. for the following property in Sussex County, Delaware.

Parcel Nos.: 2-35 14.00 121.00

Property Description: Misc A/C Sussex County
Property Owner(s): Jefferson, Truitt W Trustee

Signature: Truitt W. Jefferson Title: Trustee Date: 3/2/15

All legal owners of the parcel must sign for the petition to be valid.

For parcels owned by individuals simply indicate owner as title.

For parcels owned by corporations, LLC's or other entities, please provide documentation of the signers authorization.

Return to
Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702
Attn: Lauri Major

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:
2-35 14.00 121.00

Owner(s) Names:
JEFFERSON , TRUITT W TRUSTEE

Property Legal Description:
N/RT 16
1600' E/RD 22A

Billing Address:
24943 BROADKILL RD
MILTON , DE 19968

Land Use:
Farm w/Homesite

Zoning:
Agricultural/Residential

Town/Municipality:
-No Town or Municipality Specified-

Fire District(s):
Milton Fire District

Tax Ditch(es):
-No Ditch Records-

**Sewer/Water
District:**
-No Sewer Records-

Watershed:
BROADKILL-SMYRNA

No Lien or Title Search requested or performed

Parcel 2-35 14.00 121.00, 2-35 14.15
24.00, 2-35 14.15 101.00, 2-35 14.19
31.00, 2-35 14.19 32.00, 2-35 14.19
33.00, 2-35 14.19 34.00, 2-35 14.19
39.01, 2-35 14.19 42.00, 2-35 14.19
43.00, 3-35 12.00 453.00

Prepared by:
Sergovic & Ellis, P.A.
9 North Front Street
Georgetown, DE 19947-0875

This Deed, made this 25th day of October, 2007,

BETWEEN Truitt W. Jefferson, of 24943 Broadkill Road, Milton, Delaware 19968, party of the first part,

~AND~

Truitt W. Jefferson, Trustee of the Declaration of Trust dated October 15th, 2007, of 24943 Broadkill Road, Milton, Delaware 19968, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and 00/100 (\$1.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, his heirs and assigns,

Tract No. One: 2-35 14.00 121.00

ALL that certain tract, piece, and parcel of land, situate, lying and being in **Broadkill Hundred**, Sussex County, Delaware, adjoining lands now or formerly of John T. Conwell, lands now or formerly of the widow of James Betts, deceased, lands now or formerly of David Robbins, lands now or formerly of Alfred Reed, and others, containing fifty (50) acres and fifty nine (59) sq. perches of land, more or less, with all improvements thereon.

BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of William H. Jefferson and Dorothy E. Jefferson, by deed dated January 22, 1968 and recorded on January 23, 1968 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 627, Page 407.

Tract No. Two: 2-35 14.15 24.00

All that certain piece, or parcel of land, situate lying and being in the **Town of Milton**, Sussex County, State of Delaware, being more particularly described as follows, to wit:

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BEGINNING at a found iron bar situated on the edge of a sidewalk of the westerly right of way of Union Street, said iron bar being a corner for this land and Lands now or formerly of Carl P. Amerling and Patricia E. Amerling; thence running by and with the edge of sidewalk of the Westerly right of way of Union Street, South 06 degrees 01 minutes 59 seconds East, 86.71 feet to a set iron bar, said iron bar being a corner for this land and lands now or formerly of James C. White, Trustee; thence turning and running by and with Lands now or formerly of James C. White, Trustee, South 82 degrees 59 minutes 18 seconds West 182.98 feet to a set iron bar, said iron bar being on line of this land and being a corner of aforesaid lands now or formerly of James C. White, Trustee and Lands now or formerly of Cannonco, Inc.; thence continuing by and with Lands now or formerly of Cannonco, Inc., South 83 degrees 13 minutes 43 seconds West, 73.77 feet to a set iron bar; said iron bar being a corner of this land and Lands now or formerly of Clarence E. Young and Dorothy F. Young and on line of aforesaid Lands now or formerly of Cannonco, Inc., thence turning and running by and with Lands now or formerly of Clarence E. Young and Dorothy F. Young, in part, North 05 degrees 52 minutes 08 seconds West, 116.01 feet to a point; thence continuing along same course 44.82 feet (making a total distance of 160.83 feet) to an iron pipe, said iron pipe being situate on the Easterly right of way of Waples Place and being a corner of this land and Lands now or formerly of Shellie Ann Brown; thence turning and running by and with Lands now or formerly of Shellie Ann Brown, North 82 degrees 50 minutes 22 seconds East, 97.56 feet to a found iron pipe, said iron pipe being a corner for this land, said Lands now or formerly of Shellie Ann Brown, Lands now or formerly of Ralph J. Anderson and Carolyn J. Anderson, and aforesaid Lands now or formerly of Carl P. Amerling and Patricia E. Amerling; thence turning and running by and with said Lands now or formerly Carl P. Amerling and Patricia E. Amerling the following two courses and distances (1) South 05 degrees 58 minutes 16 seconds East, 73.12 feet to a set iron bar; thence turning and running (2) North 83 degrees 33 minutes 04 seconds East, 158.79 feet to the point of beginning, said to contain 29,638 square feet of land, as surveyed by Adams-Kemp Associates, Inc., Professional Land Surveyors and Planners, dated August 10, 2006, as recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Plot Book 113, Page 340..

BEING the same lands which were conveyed unto the Truitt W. Jefferson, by Corrective Deed dated June 11, 2007 and recorded on June 19, 2007 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 3463, Page 227.

Tract No. Three: 2-35 14.15 101.00

ALL that certain tract, piece or parcel of land lying and being situated in the **Town of Milton**, Broadkill Hundred, Sussex County, Delaware, lying on the South side of Route 16 and adjoining White's Addition to Milton, North Union Gardens and Broadkill Avenue, and being more particularly described as follows, to wit:

BEGINNING at a point which is the intersection of the Southerly right of way line of Route 16 with the Easterly right of way line of Broadkill Avenue; thence turning and running along and with the line of the lands herein and the Easterly right of way line of Broadkill Avenue South 09 degrees 07 minutes 47 seconds East for a distance of 10 feet to an iron pipe; thence continuing South

09 degrees 07 minutes 47 seconds East for a distance of 260.03 feet to a concrete marker; thence along and with the line of the lands herein and North Union Gardens South 09 degrees 07 minutes 47 seconds East for a distance of 242.80 feet to a concrete marker; thence turning and running along and with the line of the lands herein and lands known as White's Addition to Milton, the following courses and distance: 1) thence turning and running North 88 degrees 02 minutes 22 seconds East for a distance of 231.46 feet to a concrete marker; 2) thence turning and running North 07 degrees 32 minutes 21 seconds West for a distance of 18.09 feet to an iron pipe; 3) thence North 07 degrees 32 minutes 21 seconds West for a distance of 221.91 feet to a concrete marker; 4) thence North 07 degrees 32 minutes 21 seconds West for a distance of 235.55 feet to an iron pipe; 5) thence North 07 degrees 32 minutes 21 seconds West for a distance of 5.25 feet to a pipe situate on the Southerly right of way line of Route 16; thence turning and running along and with the line of the lands herein and Southerly right of way line of Route 16 North 85 degrees 01 minutes 59 seconds West for a distance of 250.54 feet to the point and place of beginning and said to contain 2.7 acres of land, more or less, together with all improvements thereon. The description herein was derived from a survey prepared by J. J. McCann, Inc., Registered Land Surveyor on April 26, 1984.

BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of Sarah E. Dillon, Trustee, dated August 15, 2006 and recorded on August 23, 2006 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 3352, Page 57.

Tract No. Four: 2-35 14.19 31.00

ALL that certain house and Lot located on the East side of Mulberry Street, in the **Town of Milton**, Broadkill Hundred, Sussex County, Delaware further described as follows to wit:

BEGINNING at a point on the East side of Mulberry Street and the North side of Willow Street in the Town of Milton, Delaware. Thence Eastward along Willow Street a distance of 110 feet to a point, Thence Southward 110 feet along land of the Grantee to Mulberry Street, thence Northward 110 feet along Mulberry Street to place of beginning containing 12,100 square feet of land more or less .

BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of William H. Jefferson and Dorothy E. Jefferson, dated April 30, 1974 and recorded on May 1, 1974 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 729, Page 472.

Tract No. Five: 2-35 14.19 32.00

Parcel #1 ALL that certain lot, piece and parcel of land situate, lying and being in the **Town of Milton**, Sussex County, Delaware, fronting and lying on the West side of Union Street and Mulberry Street on the back, and Willow Street, adjoining lands now or formerly of this grantee, Noah Warren, Aletta Betts, Diana Brinckley, Williams Reynolds and others, more fully described as follows, to wit:

BEGINNING at a stone in line of lands now or formerly of William Reynolds, a corner for lands now or formerly of Noah Warren, and these lands; thence along and with two lines of said Warren 12 degrees 10 minutes West 165 feet, 2 inches to a stone; thence North 76 degrees 5 minutes East 215 feet to a post, a corner for land now or formerly of Aletta Betts, William H. Jefferson and these lands; thence along and with two lines of the said Betts land North 10 degrees West 96 feet, North 76-1/4 degrees East 120 feet to a post at an edge of Union Street; thence along and with said Union Street North 9-3/4 degrees West 143 feet and 3 inches to Willow Street; thence along and with Willow Street, South 79 degrees five minutes West 579 feet to a corner post, a corner for lands now or formerly of Diana Brinckley; thence along and with two lines of the Brinckley land South 13 degrees East 110 feet, South 79 degrees 40 minutes West 110 feet to an old corner post in line of Mulberry Street; thence along and with Mulberry Street South 16-1/4 degrees East 325 feet to an old cedar, corner post, a corner for lands now or formerly of William Reynolds and these lands; thence along and with one line of said Reynolds North 76-3/4 degrees East 323 feet home to the place of beginning, containing four and one half (4-1/2) acres more or less.

SUBJECT to the following condition as recorded in the Office of the Recorder of Deeds at Georgetown, Sussex County, Delaware, in Deed Record Vol. 729, page 474:

This deed is given with the distinct understanding between the party of the first part and the party of the second part that the party of the second part, his heirs, executors and administrators shall not sell said property without giving the party of the first part, his heirs, executors and administrators the first option to repurchase or rent said property.

Parcel #2 ALL that certain tract, piece or parcel of land being situate, in the **Town of Milton**, Broadkill Hundred, Sussex County, Delaware on the Westerly side of Union Street, bounded on the Northerly side by lands now or formerly of William H. Jefferson, et ux, and lands now or formerly of Truitt W. Jefferson, on the West by other lands now or formerly of Truitt W. Jefferson and on the Southerly side by lands now or formerly of William Reynolds Heirs and lands now or formerly of Gove E. Reynolds, and said to contain one (1) acre together with the improvements thereon and being known as 408 Union Street.

EXCEPTING THEREFROM, 6,626 square feet of land, be the same more or less, which was conveyed by Truitt W. Jefferson, et ux, to Diana W. Hoshall, by deed dated the 15th day of August, 1980 and of record in the Office of the Recorder of Deeds aforesaid, in Deed Record Vol. 1020, page 335.

BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of Paula K. Gunson, dated August 15, 1980 and recorded on August 21, 1980 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 1020, Page 341.

Tract No. Six: 2-35 14.19 33.00

All those certain lots, pieces or parcels of land situate, lying and being in the Town of Milton, Sussex County, Delaware located on the West side of Union Street, adjoining lands now or formerly of David Lofland and lands now or formerly of William H. Jefferson, being 96 feet (along the aforesaid Union Street) by 120 feet, containing 11,520 square feet of land, more or less, together with all improvements thereon, and more particularly known as 414 and 416 Union Street Milton, Delaware.

BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of William H. Jefferson and Dorothy E. Jefferson, recorded on May 1, 1974 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 729, Page 476.

THIS deed is given with the distinct understanding between the party of the first part and the party of the second part that the party of the second part, his heirs, executors and administrators shall not sell said property without giving the parties of the first part, their heirs, executors and administrators the first option to repurchase or rent said property.

Tract No. Seven: 2-35 14.19 34.00

ALL that certain lot, tract, piece and parcel of land together with all the buildings thereon, lying, situate and being on the West side of Union Street in the **Town of Milton**, Delaware and being more fully described as follows to wit:

FRONTING on said Union Street, a distance of about 115 feet, and being bounded on the North by lands now or formerly of James Alfred Betts, and on the South and West by lands now or formerly owned by Noah E. Warren, containing about thirteen thousand eight hundred (13,800) square feet of land, more or less.

BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of Truitt W. Jefferson Attorney in Fact for Dorothy Jefferson, dated February 12, 2001 and recorded on February 27, 2001 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 2568, Page 1.

Tract No. Eight: 2-35 14.19 39.01

ALL that certain tract, piece and parcel of land situate on Reed Street in the Town of Milton, Broadkill Hundred, Sussex County, Delaware and more fully identified on a plot of land prepared by J. J. Mc Cann, Inc. entitled lands of James C. and Elizabeth M. Clendaniel dated March 16, 1982 and of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Plot Book 26, at Page 89, as follows, to wit:

BEGINNING at a 4" concrete marker found in the line of Reed Street 130' +/- northeast of Clifton Street and running with lands now or formerly of Sarah W. Lingo North 80 degrees 13 minutes 30seconds East 168.81 feet to a 4" concrete marker found; thence turning and running with lands now or formerly of James C. and Elizabeth M. Clendaniel and Helen G. Brayerton Davidson North 08 degrees 31 minutes 34 seconds West 87.79' to a 4" concrete marker found; thence turning and running South 79 degrees 42 minutes 35seconds West 172.25 feet to a 3/4" iron pipe found; thence turning and running with Reed Street South 10 degrees 47 minutes 09 seconds East 86.23 feet to the point and place of beginning, said to contain 14,834 square feet of land more or less.

BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of James C. Clendaniel and Elizabeth M. Clendaniel, dated July 15, 2003 and recorded on July 22, 2003 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 2862, Page 253.

Tract No. Nine: 2-35 14.19 42.00

Parcel #1 ALL that certain lot, piece and parcel of land situate, lying and being in the **Town of Milton**, Sussex County, Delaware, described more particularly as follows, to wit:

BEGINNING at a concrete marker, a corner for lands of Davis Lingo, Joseph Waples and the within described lands; thence Northerly with the most easterly line of the whole tract, 83 feet to an iron bar; thence Westerly with lands of the heirs of Roderick Reynolds, deceased, a distance of 95 feet to a stake; thence Southerly with a new line and parallel to the first mentioned line, 83 feet to a point in line of lands of the aforesaid Joseph Waples; thence with same, easterly, 95 feet to the place of beginning, containing 7,885 square feet of land, be the same more or less.

THE RIGHT of ingress and egress is hereby reserved for the use of said lands over other remaining lands by a ten foot outlet leading westerly an approximate distance of 167 feet to Mulberry Street.

Parcel #2 ALL that certain lot, piece and parcel of land situate, lying and being in the **Town of Milton**, Sussex County, Delaware, described as follows, to wit:

BEGINNING at a stake at or near the corner for lands of Elizabeth Waples and Raymond Williams and is a corner for lands of Roy Corbin; thence with said Corbin lands, Northerly 83 feet to lands of Roderick Reynolds heirs; thence with said lands, Westerly, 50 feet to a stake; thence a new line, southerly parallel to the Corbin lands, 81 feet to lands of Raymond Williams; thence with same, easterly, 50 to the place of beginning, containing 4,100 square feet of land be the same more or less. The right of egress and ingress for the use of the within described lands is hereby reserved over a presently existing 10 foot outlet over lands now or formerly of Maudie Foulks, et ux, to Mulberry Street. Said outlet was previously reserved across these lands for use of the Corbin lands.

BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of Agnes Peaker and Edgar L. Wright, dated August 10, 1993 and recorded on August 17, 1993 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 1929, Page 320.

Tract No. Ten: 2-35 14.19 43.00

ALL that certain lot, piece and parcel of land, lying and being in the **Town of Milton**, Sussex County and State of Delaware, fronting on the Southwesterly side of the 38-foot wide right of way of Union Street, the Northeasterly side of the 38 foot wide right of way of Mulberry Street and both sides and the dead end of the 20 foot wide right of way of Reed Street, adjoining lands of Gove Reynolds, lands of Emma B. Davidson, lands of Sarah W. Lingo, lands of Edgar L. Wright, lands of Simon Howell, Jr., and lands of Truitt W. Jefferson and more particularly described as follows, to wit:

BEGINNING at an iron pipe on the Southwesterly right of way line of Union Street at the Southeasterly corner of lands of Gove Reynolds and at the back of a 5.50 foot wide sidewalk; thence proceeding with the back of said sidewalk and said right of way line South 14 degrees 45 minutes East 77.15 feet to an iron pipe; thence running with lands of Emma B. Davidson South 72 degrees 34 minutes 48seconds West 203.16 feet to an iron pipe; thence continuing with said Davidson lands South 15 degrees 55 minutes 32 seconds East 11.95 feet to a concrete monument; thence following line of lands of Sarah W. Lingo South 72 degrees 53 minutes 09 seconds West 172.33 feet to an iron pipe on the Northeasterly right of way line of Reed Street; thence running with the right of way of Reed Street the following 3 courses and distance:

1. North 18 degrees 07 minutes 45 seconds West 77.96 feet to an iron pipe;
2. South 72 degrees 34 minutes 48 seconds West 20.00 feet to an iron pipe;
3. South 18 degrees 07 minutes 45 seconds East 77.85 feet to an iron pipe:

thence running in part with lands of Edgar L. Wright and partly with lands of Simon Howell, Jr., South 72 degrees 53 minutes 09 seconds West 243.58 feet to an iron pipe on the Northeasterly right of way line of Mulberry Street; thence following said right of way line North 19 degrees 31 minutes West 160.57 feet to a point located 0.94 feet from an iron fence post; thence proceeding with lands of Truitt W. Jefferson North 72 degrees 21 minutes 11seconds East 321.45 feet to a fence post;

thence continuing with said Jefferson lands North 72 degrees 41 minutes 31 seconds East 210.46 feet to an iron pipe; thence running with aforementioned lands of Gove Reynolds South 14 degrees 41 minutes 28 seconds East 74.75 feet to an iron pipe; thence finally continuing with said Reynolds lands North 72 degrees 34 minutes 10 seconds East 120.50 feet to the place of beginning, containing 2.1149 acres of land, more or less, according to a survey prepared by Charles D. Murphy, Jr., Registered Surveyor, No. P.L.S. 291, on February 20, 1978.

BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of Harry Brent Moore and Nancy H. Moore, dated September 15, 1986 and recorded on September 16, 1986 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 1441, Page 105.

Tract No. Eleven: 3-35 12.00 453.00

ALL that certain lot, piece or parcel of land, situate, lying and being in Lewes and Rehoboth Hundred, Sussex County, Delaware, and being known and designated as **LOT 101, HAWKSEYE**, as shown on a plot of HAWKSEYE recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Plot Book 104, Page 93 &c.

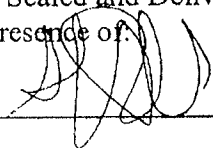
BEING the same lands which were conveyed unto Truitt W. Jefferson, by Deed of HAWKSEYE, LLC, dated October 19, 2006 and recorded on October 24, 2006 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 3375, Page 91.


THIS LOT IS CONVEYED SUBJECT TO the Declaration of Covenants, Conditions and Restrictions of HAWKSEYE of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 3297, Page 9 &c. and such Restrictive Covenants shall run with and bind the land herein conveyed and all subsequent owners thereof.

000055583
BK03526 PG00200

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first hereinbefore written.

Signed, Sealed and Delivered
in the presence of:

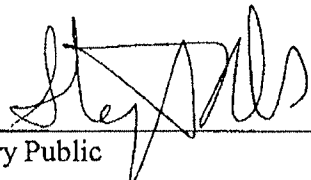


 (SEAL)
Truitt W. Jefferson

State of Delaware)
: S.S.
County of Sussex)

BE IT REMEMBERED, that on October 25th, 2007, personally came before me, the Subscriber, Truitt W. Jefferson, party of the first part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed.

Given under my Hand and Seal of office the day and year aforesaid.


Notary Public

Stephen P. Ellis
Attorney
29 Del. C. §4323

Return to:
Truitt W. Jefferson, Trustee
24943 Broadkiln Road
Milton, De. 19968.

TOWN OF MILTON
REALTY TRANSFER TAX
Serial Number 1915
Amount of City Tax Exempt
Date Recorded 12/13/07
By John F. Brady

RECORDER OF DEEDS
JOHN F. BRADY
12/04/2007 08:40A
SUSSEX COUNTY
DOC. SURCHARGE PAID

RECEIVED

DEC 05 2007

**ASSESSMENT DIVISION
OF SUSSEX COUNTY**

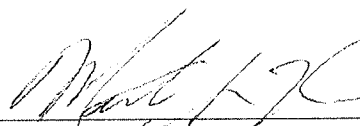
Consideration:	\$0.00	Exempt Code: A
County	State	Total
0.00	0.00	0.00
counter1	Date: 12/04/2007	


Artesian Wastewater Management, Inc. Wastewater Service Petition

We the undersigned, request to be included in the wastewater service territory of Artesian Wastewater Management, Inc. for the following property in Sussex County, Delaware.

Parcel Nos.: 2-35 31.00 10.00

Property Description: Misc A/C Sussex County
Property Owner(s): Hudson, Michael A & Brenda Arlene Hudson

Signature:  Title: OWNER Date: 4-6-15
Michael A Hudson

Signature:  Title: OWNER Date: 4-6-15
Brenda Arlene Hudson

All legal owners of the parcel must sign for the petition to be valid.
For parcels owned by individuals simply indicate owner as title.
For parcels owned by corporations, LLC's or other entities, please provide documentation of the signers authorization.

Return to
Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702
Attn: Lauri Major

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:

2-35 31.00 10.00

Owner(s) Names:

HUDSON , MICHAEL A & BRENDA ARLENE HUDSON

Property Legal Description:

W/RT 290 S/PENN
CENTRAL R O W

Billing Address:

28564 LEWES GEORGETOWN HWY
MILTON , DE 19968

Land Use:

Farm in Farmland Assessment Act

Zoning:

Agricultural/Residential

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Milton Fire District

Tax Ditch(es):

-No Ditch Records-

Sewer/Water**District:**

-No Sewer Records-

Watershed:

BROADKILL-SMYRNA


Artesian Wastewater Management, Inc. Wastewater Service Petition

We the undersigned, request to be included in the wastewater service territory of Artesian Wastewater Management, Inc. for the following property in Sussex County, Delaware.

Parcel Nos.: 3-34 4.00 37.00, 3-34 4.00 37.04

Property Description: Misc A/C Sussex County
Property Owner(s): Seashore Highway, Associates LLC

Signature:  Title: Partner Date: 3/10/15

Signature:  Title: Partner Date: 3-10-15

All legal owners of the parcel must sign for the petition to be valid.
For parcels owned by individuals simply indicate owner as title.
For parcels owned by corporations, LLC's or other entities, please provide documentation of the signers authorization.

Return to
Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702
Attn: Lauri Major

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:

3-34 4.00 37.00

Owner(s) Names:

SEASHORE HIGHWAY , ASSOCIATES LLC

Property Legal Description:

N/RT 9

1000' E/RD 281

Billing Address:

19108 COASTAL HWY

REHOBOTH BEACH, DE 19971

Land Use:

Commercial

Zoning:

Not Defined

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Lewes Fire District

Tax Ditch(es):

-No Ditch Records-

Sewer/Water**District:**

-No Sewer Records-

Watershed:

BROADKILL-SMYRNA

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:

3-34 4.00 37.04

Owner(s) Names:

SEASHORE HIGHWAY , ASSOCIATES LLC

Property Legal Description:

N/RT 18

S/PENN CENTRAL

Billing Address:

19108 COASTAL HWY

REHOBOTH BEACH , DE 19971

Land Use:

Residential, Imp.

Zoning:

Agricultural/Residential

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Lewes Fire District

Tax Ditch(es):

-No Ditch Records-

Sewer/Water**District:**

-No Sewer Records-

Watershed:

BROADKILL-SMYRNA

Seashore Highway Associates LLC
LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY AGREEMENT entered into, by and among those named in Exhibit A attached hereto (collectively referred to as the "Members") as Members of **Seashore Highway Associates LLC**, a Delaware limited liability company (the "LLC") with a principal place of business at 19108 Coastal Highway, Rehoboth Beach, Delaware 19971.

NOW THEREFORE, in consideration of the mutual promises of the parties, and of other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and among the parties as follows:

ARTICLE I

Formation, Name, Purpose, Term

Section 1.1. Formation. The parties hereto hereby form a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act ("the Act"), subject to the definitions in Article X.

Section 1.2. Name and Office; Agent for Service of Process. The LLC shall be conducted under the name of **Seashore Highway Associates LLC** with its principal office at 19108 Coastal Highway, Rehoboth Beach, Delaware 19971. The address of the registered office of the LLC shall be 19108 Coastal Highway, Rehoboth Beach, Delaware 19971. The name and address of the registered agent for service of process upon the LLC in the State of Delaware shall be Dale J. Lomas, 19108 Coastal Highway, Rehoboth Beach, Delaware 19971.

Section 1.3. Purpose. The purpose of the LLC shall be to carry on any lawful business purpose or activity.

Section 1.4. Authorized Acts. In furtherance of its purposes, but subject to all other provision of this Agreement, including, but not limited to, Article III hereof, the LLC shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by the Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the LLC.

Section 1.5. Term and Dissolution. The LLC shall commence upon the filing

of the Certificate with the Secretary of State of the State of Delaware in accordance with the Act. The LLC shall continue in full force and effect except that the LLC shall be dissolved prior to such date upon the happening of any of the following events:

(a) The sale or other disposition (other than a refinancing) of all or substantially all the assets of the LLC : or

(b) The withdrawal of a Member as defined in ARTICLE X, unless within 90 days of such events all remaining Members consent in writing to the continuance of the LLC.

(c) The election to dissolve the LLC by the Consent, in writing, of all the Members.

Section 1.6. Title to LLC Property. All property owned by the LLC, whether real or personal, tangible or intangible, shall be deemed to be owned by the LLC, and no Member, individually, shall be considered the owner of such property.

ARTICLE II

Members, Capital

Section 2.1. Members. The Capital Contributions of the Members shall initially consist of the cash amounts and property set forth in Exhibit A with respect to each Member, and such amounts have been paid or contributed to the LLC on the date hereof as indicated in Exhibit A. Except as specifically set forth herein, the Members shall not be required to make any additional Capital Contributions hereunder.

Section 2.2. LLC Capital. The capital of the LLC shall be the aggregate amount of the Capital Contributions. No interest shall be paid on any Capital Contributions. Except as may be specifically provided in this Agreement, no Member shall have the right to withdraw from the LLC any or all of such Member's Capital Contribution nor shall there be right to demand or receive property or cash of the LLC in return for Capital Contributions.

Section 2.3. Capital Accounts. An individual Capital Account shall be maintained for each Member and shall be computed in accordance with the definition of a Capital Account as set forth in Article X.

Section 2.4. Admission of Additional Members. The Members may admit to the LLC additional Member(s) who will participate in the profits, losses, available cash flow, and ownership of the assets of the Company on such terms as are determined by all the Members. Admission of any such Additional Member(s) shall require the written consent of all Members then having any LLC Interest in the LLC.

Such Additional Members shall be allocated gain, loss, income or expense by such method as may be provided in this Agreement, as hereafter amended, and if no method is specified, then as may be permitted by ' 706(d) of the Code and/or by any other applicable provision of the Code.

Section 2.5. Liability of Members. A Member's liability shall be limited to the amount of Capital Contribution, except as otherwise required by the Act. Except as set forth in the preceding sentence, no Member shall be liable as a Member for any debts, liabilities, contracts, or obligations of the LLC, whether arising in contract, tort, or otherwise, or be required to lend funds to the LLC. Each Member shall have an obligation to eliminate a deficit balance capital account in order to satisfy the substantial economic test in Section 704 of the Internal Revenue Code and the Regulations promulgated thereunder. Notwithstanding the foregoing, a Member may guarantee LLC borrowings as a guarantor and not as a Member.

Section 2.6. Indemnification. To the fullest extent permitted by law, the LLC shall indemnify and save harmless the Members from any expense, loss or damage incurred by it by reason of (i) any act performed by them within the scope of the authority conferred upon them by this Agreement or (ii) their failure to refusal to perform any acts except those expressly required by the terms of this Agreement, or (iii) their performance or omission to perform any acts on advise of accountants or legal counsel for the LLC; provided, however, that the LLC shall have no obligation to indemnify a Member for any expense, loss or damage incurred by the Member as a result of such Member's own willful misconduct or gross negligence or acts in violation of his or her fiduciary duties hereunder. An indemnity under this Section 2.6 shall be provided out of and to the extent of LLC assets only, and the Members shall have no personal liability on account thereof or otherwise.

Section 2.7. Insurance. The Members of the LLC shall endeavor to obtain liability or other insurance payable to the LLC (or as otherwise agreed by the Members), in order to protect the LLC and the Members from the acts or omissions of each of the Members. Such insurance shall be an expense of the LLC.

Section 2.8. Other Business Ventures, Etc. Any Member and any Person holding an equity interest in any Member, directly or through any other Entity, may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, the real estate business in all of its phases, which shall include, without limitation, the purchase, sale, ownership, operation, management, without limitation, of real property in the same area as and in competition for business with the property. Neither the LLC nor the other Members shall have any rights in and to such independent ventures or the income or profits derived therefrom.

ARTICLE III

Management, Meetings

Section 3.1. Management of the LLC. The Members, acting by majority consent, unless unanimous consent is required pursuant to this Agreement or under the Act, shall have the exclusive right to manage the business of the LLC.

Section 3.2. Meetings. Meetings of the LLC shall be held on five (5) business days' notice or on such shorter notice as may be mutually agreeable to the Members. Notice of the time and place shall be given in writing to each Member. Any actions required or permitted to be taken at any meeting of the Members may be taken without a meeting if all Members consent to such action in writing.

ARTICLE IV

Withdrawal of Member, Continuation of the LLC

In the event that a Member ceases his or her membership pursuant to Section 1.5(b), then all of the remaining Members may elect in writing, at any time before 90 days have elapsed following the effective date of the Withdrawal of the member, to continue the LLC. Such election shall not be effective unless such consent is unanimous and made within that 90 day period.

ARTICLE V

Transferability of LLC Interests

Section 5.1. Restrictions on Transfer of LLC Interests.

(a) Except as otherwise expressly permitted in this Section 5.1, no Member may voluntarily or involuntarily transfer, sell, alienate, pledge, encumber, assign or otherwise dispose of all or any part of his or her interest in the LLC without the prior written consent of a majority of the Members who are not transferring their interest. Without limitation of the discretion of the other Members to grant or withhold consent to a proposed transfer, the other Members shall have the right to establish conditions to such disposition, including, but not limited to, a right to acquire the interest in question at a price and upon terms no less favorable than those which the proposed transferor would receive from such disposition.

(b) Any member who shall sell, assign, transfer or dispose of all of such Member's interest in the LLC to a person other than an Affiliated Person shall cease to be a Member of the LLC, (other than economic rights which accrued prior to

such transfer); provided that, (i) unless and until the assignee of such Member is admitted to the LLC as a Substituted Member in accordance with Section 5.2 hereof, said assignment Member shall retain the statutory obligations of an assignor Member under the Act and (ii) in any event, any assigning Member shall retain the obligation to make payments of any unpaid Capital Contributions as required by the Act.

(c) Upon any sale, assignment, transfer or disposition made in accordance with this Section 5.1, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument making such sale, assignment, transfer or disposition, which instrument must evidence the written acceptance of the assignee to all the terms and provisions of this Agreement; and until such an instrument is so filed, the LLC need not recognize any such sale, assignment, transfer or disposition for any purpose.

(d) An assignee of the Member interest who does not become a Substituted Member as provided in Section 5.2 hereof and who desires to make a further assignment of his or her interest shall be subject to all the provisions of this Article V to the same extent and in the same manner as any Member desiring to make an assignment of such Member's interest.

Section 5.2. Substituted Members.

(a) No Member shall have the right to substitute an assignee as a Member in his or her place without the prior written consent of all the Members. The failure or refusal to permit an assignee approved under Section 5.1 to become a Substituted Member under this Section 5.2 shall not affect the right of such assignee to receive the share of the profits, losses, credits and distributions of the LLC to which his or her predecessor in interest was entitled.

(b) Upon the consent of all of the Members to the admission of an assignee as a Substituted Member in accordance with Section 5.2(a) hereof, Exhibit A attached hereto shall be amended to reflect the name and address and Capital Contribution of such assignee as a Substituted Member and to eliminate the name, address and Capital Contribution of the predecessor Member. Each Substituted member shall execute such instrument or instruments (including a counterpart of this Agreement and any power of attorney) as shall be required by the other Members to signify his or her agreement to be bound by all the provisions of this Agreement.

Section 5.3. Additional Restrictions.

(a) In no event shall a sale, assignment, transfer or disposition of any portion of the Member's interest in the LLC (other than as a result of the death of an individual) take place if such sale, assignment, transfer or disposition would, in the opinion of tax counsel to the LLC, cause a termination of the treatment of the LLC as a partnership for federal tax purposes within the meaning of Section 708 or any other

provision of the Code and any Regulations promulgated thereunder.

(b) In no event shall all or any part of a Member's interest in the LLC be assigned or transferred to a minor (other than as a result of death) or to an incompetent unless such transfer is to the legal representative of such minor or incompetent or to a trust established for the benefit of such person.

(c) The Members may, in addition to any other conditions set forth herein, require as a condition of sale, assignment, transfer or other disposition of any interest in the LLC, that the transferor (i) assume all costs incurred by the LLC in connection therewith and (ii) furnish the LLC and the Members with an opinion of counsel satisfactory (both as to opinion and counsel) to counsel to the LLC that such sale, transfer, assignment or other disposition complies with applicable federal and state securities laws.

(d) In no event shall a sale, transfer, assignment or other disposition of less than all of any Member's interest in the LLC take place if, in the opinion of the other Members, such sale, transfer, assignment, exchange or other disposition will result in such a fractionalization of such Member's interest as to become administratively burdensome to the LLC.

(e) Any sale, assignment, transfer or other disposition in contravention of any of the provisions of this Article V shall be void and ineffectual and shall not bind, or be recognized, by the LLC.

Section 5.4. Security Interest in an LLC Interest.

(a) Any Member may, with the consent of all of the other Members, grant a security interest in any or all of such Member's LLC interest to any lender to the LLC or to a surety which issues a surety bond or other guaranty of, or to a bank or other financial institution which issues a letter of credit to lenders to the LLC for the purpose of securing indebtedness of the LLC; provided, however, that (i) such Member shall be required by such lender, surety, bank or financial institution as a condition to the making or issuing of such loan, bond, guaranty or letter of credit to be personally obligated thereon and (ii) the Consent of the Members has been obtained with respect to such grant. Such lender, surety, bank or other financial institution or lender is hereinafter in this Section referred to as a "Secured Party".

(b) The security interest of a Secured Party in an LLC interest in the LLC shall be prior to any security interest granted to the LLC under any other provisions of this Agreement or by operation of law.

(c) The other Members shall cause the security interest to be reflected on the LLC's books and records. For purposes of this Section 5.4(c) a notation of such security interest on Exhibit A hereto shall constitute a notation of the LLC's books and

records.

(d) The Secured Party shall have the unrestricted right to foreclosure upon its security interest in accordance with applicable law and the terms of its security agreement with such Member.

ARTICLE VI

Borrowings and Loans

Section 6.1. Borrowings. All LLC borrowings shall be subject to all the terms of this Agreement. To the extent borrowings are permitted, they may be made from any source, including Members and Affiliated Persons. The LLC shall issue suitable promissory notes or other instruments or agreements to evidence such loans. If any Member shall lend any moneys to the LLC, the amount of any such loan shall not constitute an increase in the amount of such Member's Capital Contribution nor affect in any way the share of the profits, losses, credits and distributions of the LLC. Any loans by a Member shall, absent express agreement to the contrary, be obligations of the LLC of equal rank with obligations to unsecured third-party creditors, and shall be repayable from any available funds of the LLC, including, but not limited to, Cash Flow or a Capital Contribution, and any interest payable thereon shall be at a rate agreed upon by the LLC and such Member, but in no event greater than two percent per annum above the Base Rate, compounded monthly. Additional Capital Contributions made hereunder shall not affect the LLC Interest of the Members.

ARTICLE VII

Profits, Losses, Distributions

Section 7.1. Profits, Losses.

(a) Except as otherwise provided herein all profits and losses of the LLC and all tax credits in respect of each fiscal year shall be allocated to the Members in accordance with their respective LLC Interests. Notwithstanding the foregoing, in any year for which there is a distribution to the Members of all or any portion of their Preferred Return, any profits for such year attributable to such distribution shall first be allocated pro rata to such Members.

(b) The terms "profits" and "losses" as used in this Agreement shall mean taxable income and losses as determined for federal income tax purposes using the accounting methods followed by the LLC. Additional or substituted Members admitted to the LLC at any time after the date hereof shall be allocated profits and losses from the first day of the month in which they are admitted to the LLC, or more

frequently as determined by the other Members or required by Section 706(d)(1) of the Code and any Regulations promulgated thereunder.

(c) If any net income otherwise to be allocated under Section 7.1(a) includes net income treated as ordinary income for tax purposes because it is attributable to the recapture of depreciation pursuant to Section 1245 or 1250 of the Code (that portion of the net income so treated as ordinary income is herein called "Recapture Gains"), such Recapture Gains shall be allocated among the Members in such manner as to credit Recapture Gains to the Members who were charged with depreciation items giving rise to such Recapture Gains. In ordinary income, the ordinary income will be considered to be attributable to those depreciation deductions that were first taken.

(d) If there is a net decrease in the LLC's Minimum Gain during a taxable year, all Members with a Negative Capital Account at the end of such year (excluding from such Negative Capital Account the amount, if any, that such Member is obligated to restore plus such Member's share of the Minimum Gain, computed with respect to the amount of LLC Minimum Gain after such net decrease) will be allocated items of income and gain for such year (and, if necessary, subsequent years) in the amount and in the proportions needed to eliminate such deficits as quickly as possible ("Minimum Gain Chargeback") before any other allocation is made under this Agreement. For purposes of this subsection (c), a Member's Capital Account shall be reduced for the items described in Treas. Reg. 1.704-1(b)(2)(ii)(d)(4), (5), and (6). The allocation of the Minimum Gain Chargeback to the LLC's items of income and gain shall be made in accordance with the rules set forth in Treas. Reg. 1.704-1(b)(4)(iv)(e).

(e) Qualified Income Offset. In the event a Member unexpectedly receives adjustment, allocation, or distribution described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6) such Member shall be specially allocated items of LLC income and gain in an amount and manner sufficient to eliminate the Negative Capital Account of such Member as quickly as possible. This Section 7.1(e) is intended to constitute a "qualified income offset" under Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(f) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other applicable period shall be allocated to the Member in accordance with their respective LLC Interests.

(g) Member Nonrecourse Deductions. Member Nonrecourse Deductions for any fiscal year or other applicable period shall be specially allocated to the Member that bears that economic risk of loss for the debt (i.e., the Member Nonrecourse Debt) in respect of which such Member Nonrecourse Deductions are attributable (as determined under Regulation Section 1.704-2(b)(4) and (i)(1)).

(h) Curative Allocations. The allocations specified in paragraphs

(d) through (g) above (the "Regulatory Allocations") shall be taken into account in allocating other items of income, gain, loss, and deduction among the Members so that, to the extent possible, the cumulative net amount of allocations of LLC items under Section 7.1 shall be equal to the net amount that would have been allocated to each Member if the Regulatory Allocations had not occurred. This subparagraph (g) is intended to minimize to the extent possible and to the extent necessary any economic distortions which may result from application of the Regulatory Allocations and shall be interpreted in a manner consistent therewith.

Section 7.2. Distribution Prior to Dissolution.

(a) Cash Flow, if any, attributable to each fiscal year (or fractional portion thereof) shall, to the extent permitted by the LLC's lenders, be applied and distributed within 120 days after the end of such year (or fractional portion thereof) as follows:

(i) First, to be applied to the discharge, to the extent required by any lender or creditor which is not an Affiliated Person, of debts and obligations of the LLC;

(ii) Second, to be applied to the reimbursement of any out-of-pocket expenses incurred by the Members;

(iii) Third, to be applied to fund reserves for working capital to the extent deemed appropriate by the Members;

(iv) Fourth, to the Members, pro rata, in accordance with their share of the total tax liability resulting from the allocation of profits pursuant to Section 7.1 (which shall be calculated at a rate equal to 30% of such profits);

(v) Fifth, to be distributed, pro rata, to each Member who has advanced any funds (other than Capital Contributions) to the LLC at any time pursuant to Section 6.1, any accrued but unpaid interest on such funds calculated at the rate set forth or agreed upon pursuant to Section 6.1;

(vi) Sixth, to be applied to the discharge of all other debts and obligations of the LLC to Members and Affiliated Persons, including without limitation, loans or advances on account of LLC expenses made by such Members or Affiliated Persons;

(vii) Seventh, to be distributed, pro rata, to each Member, an amount equal to such Member's Priority Distribution Base;

(viii) Eighth, to be distributed, pro rata, to each of the Members that have a Positive Capital Account in the proportion that the Positive Capital Account of

each such Member bears to the aggregate of all Positive Capital Accounts until such Positive Capital Account is reduced to zero; and

(ix) Ninth, the balance thereof to be distributed to the Members in accordance with their respective LLC Interests.

(b) Cash Flow shall be determined separately for each fiscal year or portion thereof and shall not be cumulative. For all purposes of this Agreement, the term "Cash Flow" shall mean the profits or losses of the LLC (as profits and losses are determined in accordance with Section 7.1(b)) but subject to the following:

(i) Depreciation of buildings, improvements and personal property and amortization of any financing fees shall not be considered as a deduction.

(ii) Any fee shall be considered as a deduction to the extent paid in such fiscal year.

(iii) Debt amortization (including the repayment of loans of Members and Affiliated Persons) shall be considered as a deduction.

(iv) Reserve(s) established by the Members to provide for working capital needs, funds for improvements or replacements or for other contingencies of the LLC shall be considered a deduction.

(v) Any amounts paid by the LLC for capital expenditures shall be considered as a deduction unless paid by cash withdrawal from a replacement reserve for capital expenditures.

(vi) Any cash withdrawal from reserves shall be considered income unless used for capital expenditures, the payment of principal of an LLC debt or a nondeductible payment.

(vii) Payments of insurance proceeds on account of business or rental interruption shall be considered income to the extent not otherwise taken into account.

(viii) Income exempt from tax not otherwise taken into account shall be considered income.

(ix) Net cash proceeds of a refinancing of all or any portion of the Property shall be considered income to the extent not otherwise taken into account.

Section 7.3. Distribution upon Dissolution. Upon dissolution, the Members (or their trustees, receivers, representatives, successors or assignees) shall (a) liquidate the LLC assets; (b) make payment of, or adequate provision for, the debts and obligations of the LLC, including loans of Members and Affiliated Persons and accrued interest thereon; (c) distribute to the Members the remaining assets of the LLC

(or the proceeds of assets which have been sold or disposed of) in accordance with the positive balance in the Capital Account of each Member after giving effect to all adjustments to contributions, distributions, and allocations for all periods; (d) in due course cause the cancellation of the Certificate of Formation. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled. The fair market value of such assets shall be determined by an independent appraiser. All distributions shall be made within the time specified in Section 1.704-1(b)(2)(ii)(g) of the Regulation.

ARTICLE VIII

Books and Record, Accounting, Tax Elections, Etc.

Section 8.1. Books and Records. The Members shall keep or cause to be kept complete and accurate books and records of the LLC which shall be maintained in accordance with generally accepted accounting principles or tax reporting principles and shall be maintained and be available at the principal office of the LLC for examination by any Member, or his or her duly authorized representatives, at any and all reasonable times.

Section 8.2. Bank Accounts. The bank accounts of the LLC shall be maintained in such banking institutions as the Members shall determine, and withdrawals shall be made therefrom on such signature or signatures as the Members shall determine.

Section 8.3. Accountants. The accountants for the LLC shall be such public or certified public accountant or firm of public or certified public accountants as shall be engaged by the Members from time to time.

Section 8.4. Annual Reports to Members. The Members shall cause to be prepared and sent to each Member each year (i) annual reports of the LLC, including an annual balance sheet and profit and loss statement, within ninety (90) days after the close of each reporting year as specified in Section 8.5 hereof; and (ii) annual statements indicating the share of each member of the net income, net loss, depreciation, gain, loss and other relevant items of the LLC for each calendar year for federal income tax purposes, within ninety (90) days after the close of each calendar year.

Section 8.5 Reporting Year and Accounting Method, Tax Year. The reporting and tax year of the LLC, for the purposes of Section 8.4 hereof, shall be the 12-month period ending December 31. The books of the LLC shall be kept on such basis as the Members may determine.

ARTICLE IX

General Provisions

Section 9.1. Notices. Any and all notices or other communications called for under this Agreement shall, unless otherwise specifically provided herein, be deemed adequately given only if in writing and delivered or sent by certified mail, return receipt requested, to the party or parties for whom such notices or communications are intended. All such notices and other communications, in order to be effective, shall be addressed to the last address of record on the LLC books.

Section 9.2. Word Meanings. The words such as "herein", "hereinafter", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and visa versa, unless the context otherwise requires.

Section 9.3. Captions. Captions or Articles, Sections and Paragraphs contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 9.4. Binding Provisions. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto, except as otherwise provided herein.

Section 9.5. Applicable Law, Supremacy of the Act. This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Delaware, without regard to principles of the law (such as "conflicts of law") that might otherwise make the law of some other jurisdiction applicable. Notwithstanding any other provision of this Agreement, no action may be taken under this Agreement unless such action is taken in compliance with the provisions of the Act.

Section 9.6. Counterparts. This agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all have not signed the original or the same counterpart.

Section 9.7. Separability of Provisions. Each provision of this Agreement shall be considered separable and (a) if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, or (b) if, for any reason, any provision or provisions herein would cause a Member to be

bound by the obligations of the LLC under the laws of the State of Delaware as the same may now or hereafter exist, such provision or provisions shall be deemed void and of no effect, or (c) if, in spite of Section 9.5, for any reason any provision or provisions herein would cause a Member to be bound by the obligations of the LLC under the laws of some other jurisdiction as the same may now hereafter exist, such provision or provisions shall be deemed void and of no effect.

Section 9.8. Additional Documents and Acts. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Member agrees to execute and deliver such additional documents and instruments, and to perform such additional acts, as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement, and all such transactions. All approvals of either party hereunder shall be in writing.

Section 9.9. Service, Jurisdiction. Each of the parties agrees to (a) the irrevocable designation of the Secretary of State of the State of Delaware as its agent upon whom process against it may be served, and (b) personal jurisdiction in any action brought in any court, federal or state, within the State of Delaware having subject matter jurisdiction arising under this Agreement.

Section 9.10. Waiver of Partition. The Members hereby waive any right of partition or any right to take any other actions that otherwise might be available to them for the purpose of severing their relationship with the LLC or their interest in the assets held by the LLC from the interest of the other Members.

Section 9.11. LLC Interest as Personal Property. The LLC interest of each Member shall be personal property for all purposes. All property owned by the LLC shall be deemed owned by the LLC as a limited liability company and no Member, individually, shall have any individual ownership rights in and to such property.

ARTICLE X

Definitions

As used herein the following terms shall have the following meanings:

"Affiliated Person" means in relation to the LLC or any Member, (i) any holder of 10% or more of the outstanding voting securities, partnership interest (limited or general), or limited liability company interests of such LLC or Member, (ii) any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the LLC or such Member or in which the LLC or such Member or a Person or Persons controlling or under common control with the LLC or such Member hold a 10% or greater interest, (iii) any member of the Immediate Family of any Member or other Person described above, (iv) any legal

representative, successor or assignee of any Member or Person described above or member of his Immediate Family, (v) any trustee or beneficiary of a trust established or maintained for the benefit of any Member or person described above or member of such Member or Person's Immediate Family, or (vi) any entity of which a majority of the voting interests is owned by any one or more of the members or Persons referred to in the preceding clauses.

"Agreement" means this Limited Liability Company Agreement as it may be amended from time to time hereafter.

"Annual Return" means, with respect to a Member, an amount equal to the Rate of Return multiplied by the amount of the Priority Distribution base of such Member from time to time outstanding.

"Base Rate" means the Applicable Federal Rate.

"Capital Account" shall mean, with respect to any Member, the separate "book" account which the LLC shall establish and maintain for such Member in accordance with Section 704(b) of the Code and Section 1.704-1(b)(2)(iv) of the Regulations and such other provisions of Section 1.704-1(b) of the Regulations that must be complied with in order for the Capital Accounts to be determined in accordance with the provisions of said Regulations. In furtherance of the foregoing, the Capital Accounts shall be maintained in compliance with Section 1.704-1(b)(2)(iv) of the Regulations; and the provisions thereof shall be interpreted and applied in a manner consistent therewith. If the resulting amount exceeds zero, such Member shall have at that time a "Positive Capital Account." If the resulting amount is less than zero, such Member shall have at that time a "Negative Capital Account." A Member who has more than one interest in the LLC shall have a single capital account that reflects all such interest, regardless of the class of interest owned by such Member and regardless of the time or manner in which such interests were acquired.

"Capital Contribution" means, with respect to any Member, the total amount of cash and other assets contributed from time to time to the LLC by such Member. Any reference in this Agreement to the Capital Contribution of a then Member shall include a Capital Contribution previously made by any prior Member in respect of the LLC interest of such then Member.

"Capital Transaction" means a financing or refinancing or the sale or other disposition of the land constituting the Property.

"The Act" means the Delaware Limited Liability Company Action (6 Del. C. § 18-101, et seq.) as the same may from time to time be in effect.

"Cash Flow" shall have the meaning provided in Section 7.2(b) hereof.

"Certificate" means the Certificate of Formation of LLC as filed with the Secretary

of State of the State of Delaware as amended and in effect from time to time.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Consent of the Members" means the written consent or approval of all the Members unless the Agreement indicates a lesser percentage.

"Entity" means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust or association.

"Immediate Family" means, with respect to any Person, his or her spouse, descendants, parents, brothers, sisters and the descendants of brothers and sisters.

"Initial Capital Contribution" means, with respect to a Member, the Capital Contributions made by such Member on the date hereof pursuant to Section 2.1 hereof and reflected on Exhibit A hereto.

"LLC" means the limited liability company governed by this Agreement as said limited liability company may from time to time be constituted and amended.

"LLC Interest" means, with respect to each Member, the percentage set forth in Exhibit A hereto, as amended from time to time.

"Member Nonrecourse Deductions" shall have the same meaning as Partner Nonrecourse Deductions set forth in Section 1.704-2(i)(2) of the Regulations.

"Minimum Gain" means the amount of taxable gain (whether taxable as ordinary income or capital gains) which would be recognized by the LLC if the Nonrecourse Debt of the LLC were foreclosed upon and the LLC's property securing such debt were transferred to the creditor holding such debt obligations in satisfaction thereof.

"Nonrecourse Debt" means debt of the LLC as to which no Member is personally liable, as determined under Section 752 of the Code, as amended.

"Nonrecourse Deductions" shall have the meaning set forth in Section 1.704-2(b)(1) and (c) of the Regulations.

"Out-of-Pocket Expenses" shall mean necessary LLC business expenses which are paid by Members on a non pro rata basis and which were never intended nor agreed to be loans.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so admits.

"Priority Distribution" means, with respect to any Member, distributions to such Member made pursuant to Section 7.2(1)(viii) and Section 7.3 with reference to Section 7.2(a)(viii).

"Priority Distribution Base" means, with respect to any Member, an amount equal to (a) the amount of such Member's Capital Contribution less (b) any Priority Distributions made to such Member.

"Rate of Return" means an annual return equal to 2% above the Base Rate.

"Substituted Member" means any Person admitted to the LLC as a Member under the provisions of Section 5.1 and 5.2 hereof.

"Withdrawal" (including the terms "Withdraw", "Withdrawing", or "Withdrawn") means as to the Members, the occurrence of such Member's death, retirement, resignation, expulsion, bankruptcy, dissolution, disability, incapacity, adjudication of insanity or incompetence, or any other voluntary or involuntary withdrawal from the LLC for any reason, provided, however, that a sale of an interest in a Member shall not constitute a Withdrawal. Involuntary Withdrawal shall occur whenever a Member may no longer continue as a Member by law or pursuant to any terms of this Agreement.

ARTICLE XI

Resolution of Disputes

Section 11.1. Arbitration. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the performance thereof shall be submitted to, and determined by, arbitration if good faith negotiations among the parties do not resolve such claim, dispute or other matter within 60 days. Such arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining (the "Rule"), insofar as such Rules are not inconsistent with the provisions expressly set forth in this Agreement, unless the parties mutually agree otherwise, and pursuant to the following procedures:

(a) Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. Each party shall appoint an arbitrator, and those party-appointed arbitrators shall appoint a third neutral arbitrator within 10 days. If the party-appointed arbitrators fail to appoint a third, neutral arbitrator within 10 days, such third, neutral arbitrator shall be appointed by the American Arbitration Association in accordance with the Rules. A determination by a majority of the panel shall be binding.

(b) Reasonable discovery shall be allowed in arbitration.

(c) All proceedings before the arbitrators shall be held in Georgetown, Delaware. The governing law shall be as specified in Section 9.6.

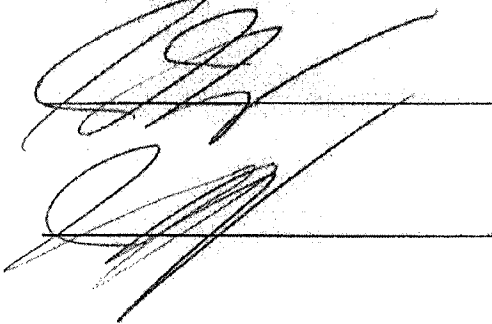
(d) The costs and fees of the arbitration, including attorneys' fees, shall be allocated by the arbitrators, except as provided for in Article IX.

(e) The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

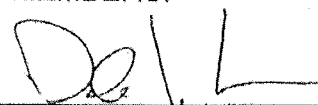
IN WITNESS WHEREOF, by their hands and seals, the Members acknowledge that this Agreement is their act, and further acknowledge under penalty of perjury, to the best of their knowledge, information and belief, that the matters and facts set forth herein are true in all material respects and that they have executed this Agreement this 27 day of Dec., 2008.


Seashore Highway Associates LLC

WITNESS:

Two handwritten witness signatures, one above the other, each followed by a horizontal line.

MEMBERS:

By:  (SEAL)
Dale J. Lomas

By:  (SEAL)
Michael Subrick

Seashore Highway Associates LLC
EXHIBIT A

<u>Member Name & Address</u>	<u>Capital Contributions</u>	<u>Percentage of Interest</u>
Dale J. Lomas		50%
Michael Subrick		50%

Artesian Wastewater Management, Inc.

Wastewater Service Petition

We the undersigned, request to be included in the wastewater service territory of Artesian Wastewater Management, Inc. for the following property in Sussex County, Delaware.

Parcel Nos.: 2-35 23.00 1.00

Property Description: Misc A/C Sussex County, NE/COASTAL HWY, INTER/RT 88
Property Owner(s): Overbrook Acres, LLC

Signature: *Trud A. Chappell* Title: *Mgr. member* Date: *4/30/15*
Overbrook Acres, LLC

Signature: _____ Title: _____ Date: _____
Overbrook Acres, LLC

Signature: _____ Title: _____ Date: _____
Overbrook Acres, LLC

All legal owners of the parcel must sign for the petition to be valid.
For parcels owned by individuals simply indicate owner as title.
For parcels owned by corporations, LLC's or other entities, please provide documentation of the signers authorization.

Return to
Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702
Attn: Lauri Major

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:

2-35 23.00 1.00

Owner(s) Names:

OVERBROOK ACRES , LLC

Property Legal Description:

NE/COASTAL HWY
INTER/RT 88 &

Billing Address:

11207 NUCKOLS RD STE C
GLEN ALLEN , VA 23059

Land Use:

Farm w/Improvement

Zoning:

Agricultural/Residential

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Lewes Fire District

Tax Ditch(es):

-No Ditch Records-

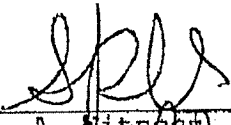
Sewer/Water**District:**

-No Sewer Records-

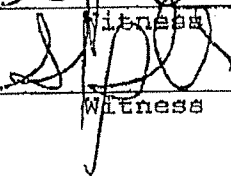
Watershed:

BROADKILL-SMYRNA


IN WITNESS WHEREOF, FREDERICK A. CHAPPELL, JR., FREDERICK A. CHAPPELL, JR., SUCCESSOR TRUSTEE OF THE FREDERICK A. CHAPPELL, SR. REVOCABLE TRUST DATED AUGUST 16, 2000, JUNE H. CHAPPELL, KIMBERLY CHAPPELL LAWRENCE and FREDERICK A. CHAPPELL, III, have caused this Operating Agreement to be signed the day and year first above written.



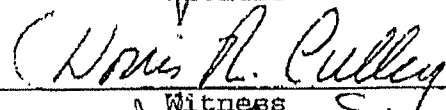
Witness




Witness



Witness

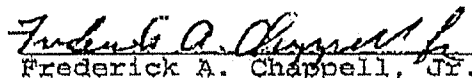


Witness



Witness

 (SEAL)
Frederick A. Chappell, Jr.

 (SEAL)
Frederick A. Chappell, Jr.
Successor Trustee of the
Frederick A. Chappell, Sr.
Revocable Trust

 (SEAL)
June H. Chappell

 (SEAL)
Kimberly Chappell Lawrence

 (SEAL)
Frederick A. Chappell, III

ELLIS &
SZABO, LLP

ATTORNEYS AT LAW

6 NORTH FRONT STREET
P.O. BOX 574
GEORGETOWN, DELAWARE
19347-0574

do all things which the Members deem necessary, appropriate or desirable to further the business of the Company.

1.4 Term. The Company was organized at the time the Certificate of Formation was filed with the Office of the Secretary of State of Delaware and shall continue until December 31, 2050, unless sooner dissolved pursuant to the provisions of this Agreement.

1.5 Principal Office. The principal office of the Company shall be located at 9 North Front Street, P.O. Box 574, Georgetown, Delaware, 19947.

1.6 Resident Agent. The name and address of the Company's resident agent within the State of Delaware shall be Ellis & Szabo, LLP, 9 North Front Street, P.O. Box 574, Georgetown, Delaware, 19947.

2. Interests and Contributions of Members.

2.1 Members. The names, present mailing addresses and interests of each Member are set forth on Attachment A to this Agreement.

2.2 Initial Contributions. The initial capital contribution of each Member is set forth on Attachment B to this Agreement.

2.3 Limitation of Liability. Except as specifically set forth herein, no Member shall be required to contribute any additional capital to the Company or shall have any personal liability for obligations of the Company.

**ELLIS &
SZABO, LLP**

ATTORNEYS AT LAW

9 NORTH FRONT STREET
P.O. Box 574
GEORGETOWN, DELAWARE
19947-0574

OVERBROOK ACRES, LLC
AMENDED AND RESTATED OPERATING AGREEMENT

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is made this 16th day of June, 2009, intended to be effective December 9, 2007, by FREDERICK A. CHAPPELL, JR., FREDERICK A. CHAPPELL, JR., SUCCESSOR TRUSTEE OF THE FREDERICK A. CHAPPELL, SR. REVOCABLE TRUST DATED AUGUST 16, 2000, JUNE H. CHAPPELL, KIMBERLY CHAPPELL LAWRENCE and FREDERICK A. CHAPPELL, III, hereinafter referred to as "Members."

BACKGROUND

Members have formed a limited liability company under the laws of Delaware and sign this document to confirm in writing the agreement for the conduct of the business and affairs of the limited liability company.

1. Organization.

1.1 Organization. The Company has been organized pursuant to the Delaware Limited Liability Act (the "Act") and the terms of this Operating Agreement and, in furtherance of that purpose, a Certificate of Formation has been filed with the Office of the Secretary State of Delaware.

1.2 Name. The name of the Company shall be "Overbrook Acres, LLC."

1.3 Purpose. The purpose of the Company is to own, invest and develop the real estate owned by the Company, and to

**ELLIS &
SZABO, LLP**

ATTORNEYS AT LAW

1 NORTH FRONT STREET
P.O. Box 674
GEORGETOWN, DELAWARE
19947-0574

2.4 Interest on Capital Contributions. The Members shall not be paid interest on their respective capital contributions.

2.5 Return of Capital Contributions. Except as provided herein, no Member shall have the right to receive any return of the Member's capital contribution.

2.6 Funds Advanced/Loans. A Member may from time to time loan or advance funds in connection with the operation of the Company. The Member shall be paid interest at the then prime rate published in the Wall Street Journal plus one percent (1%) until such time as such loans or advances are paid in full. Each Member shall have the right but not the obligation to lend to the Company a sum proportionate to the amount being lent thereto by any other Member based on their percentage interest in the Company. The Company shall not make such borrowing or accept such loans unless the decision has been approved by the unanimous consent of the Members.

3. Distributions.

3.1 Prior to Liquidation. For each taxable year, cash flow shall be distributed to the Members in accordance with the following priority.

(a) Interest on loans or advances made by a Member in connection with the operation of the Company.

(b) Repayment to a Member of any loans or funds advanced in connection with the operation of the Company in the

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respective proportions of such loans or advances as shall then exist.

(c) The balance of cash flow after the distributions set forth in Subparagraphs (a) and (b) hereof shall be distributed to the Members in proportion to their respective positive capital accounts until all capital accounts have been reduced to zero and then in proportion to their respective percentage interests.

3.2 Distributions in Liquidation. Upon the dissolution of the Company, after (i) payment of, or adequate provision for, the debts and obligations of the Company to creditors, (ii) the allocation of profit or loss in accordance with Section 4 hereof, the remaining assets of the Company (or proceeds of sales or other dispositions and liquidation of the Company assets) shall be distributed to the Members in accordance with their respective capital account balances.

4. Allocation of Profits and Loss.

4.1 Allocation of Profit. Profit shall be allocated in the following order and priority:

4.1.1 First, if one or more Members has a negative capital account balance, to those Members, in proportion to their negative capital account balances, until all such negative capital accounts have zero balances; provided, however, that a negative capital account shall not be increased to an amount in excess of zero as a result of this Section 4.1.1.

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4.1.2 Second, to the Members in accordance with their percentage interests.

4.2 Allocation of Loss. Loss shall be allocated in the following order and priority:

4.2.1 First, if one or more Members has a positive capital account balance, to those Members, in proportion to their respective positive capital account balances, until all such positive capital accounts have zero balances; provided, however, that a positive capital account shall not be decreased to an amount below zero as a result of this Section 4.2.1.

4.2.2 Any loss not allocated pursuant to Section 4.2.1 shall be allocated to the Members in accordance with their percentage interests.

5. Members Capital Accounts.

5.1 Capital Accounts. The capital accounts of all Members shall be maintained in compliance with Regulation Section 1.704-1(b).

6. Qualified Income Offset.

6.1 Income Offset. Notwithstanding any other provisions of this Agreement, no Member shall be allocated losses or deductions if the allocation causes a Member to have an adjusted capital account deficit. If a Member receives (i) an allocation of loss or deduction (or item thereof) or (ii) any distribution, which causes Member to have an adjusted capital account deficit at the end of any taxable year, then all items of

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income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Member, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as soon as possible. This Section is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

7. Management.

7.1 In General. The Members have, by unanimous vote, appointed Frederick A. Chappell, Jr. as Manager. The Manager shall have authority to conduct the day-to-day operations of the Company's business including, but not limited to, the terms and conditions of any sale or rental of the Company's real estate.

7.2 Voting. The Members shall vote in proportion to their respective interests.

7.3 Meetings of Members. Meetings of the Members shall be held on five (5) business days' notice. Meetings may be called by any Member. The person calling the meeting shall give notice in writing of the time and place of the meeting to each Member. Meetings shall be held at the principal office of the Company in Georgetown, Delaware.

7.4 Majority Consent. In addition to the provisions of this Operating Agreement requiring the majority consent of the

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Members, the following additional actions shall require majority consent:

7.4.1 Transactions between the Company and a Member (including related parties and affiliates of a Member: e.g., a Member of a Member, an entity owned in whole or in part by a Member or a Member of a Member, a family member of a Member or a family member of a Member of a Member);

7.4.2 The merger or consolidation of the Company with or into another entity;

7.4.3 The acceptance of loans from Members;

7.4.4 The purchase of additional real estate other than the real estate owned by the Company on the date of this Operating Agreement.

8. Books and Records, Accounting, Tax Elections, Etc.

8.1 Books and Records. The Members shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business, which shall be maintained in accordance with sound accounting practices and shall be available at the principal office of the Company for examination by any Member, or the Member's duly authorized representatives, at any and all reasonable times during normal business hours.

8.2 Bank Accounts. The bank accounts of the Company shall be maintained in those banking institutions selected by the

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Members, and withdrawals shall be made only in the regular course of business upon the signature or signatures which the Members determine.

8.3 Accountants. The accountants for the Company shall be the firm of public accountants engaged by the Members. The accountants shall prepare all tax returns of the Company.

8.4 Reports to Members. Within ninety (90) days after the end of each taxable year of the Company, the Members may cause to be prepared a compilation or review financial report of the Company, including a balance sheet, together with a profit and loss statement, and shall cause to be prepared all information necessary to prepare applicable local, state and federal tax returns.

8.5 754 Election. If a Member's interest in the Company is assigned and the assignee is admitted as a Member, or in the event a member withdraws from the Company, the Company shall file an election to adjust the basis of the Company's property in accordance with Section 754 of the Code.

8.6 Taxable Year. The taxable year of the Company shall be the calendar year.

9. Withdrawal.

9.1 Voluntary Withdrawal. A Member may not voluntarily withdraw from the Company without the majority consent of the remaining Members.

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9.2 Involuntary Withdrawal. A Member shall be deemed to have involuntarily withdrawn from the Company at the Member's death or in the event the Member makes an assignment for the benefit of creditors, files a voluntary petition of bankruptcy, there is entered against any Member an order for relief in any bankruptcy or insolvency proceeding, there is entered an attachment of a Member's interest by a judgment which is not released within thirty (30) days or there is an attachment of a Member's interest as marital property of a spouse in divorce or other domestic relations proceeding. The word "Member" as used herein shall include the Trustee of each Trust named herein.

9.3 Offer to Sell. A Member desiring to dispose of its interest in the Limited Liability Company shall offer to sell all of its interest to the Limited Liability Company at the price determined in accordance with the provisions of Section 9.5 hereof. In the event the Member's interest is not purchased by the Limited Liability Company within ninety (90) days after the receipt of such offer in writing, the interest shall be offered at the same price to the other Members who shall have the right to purchase such interest in proportion to their interest in the Limited Liability Company.

9.4 Involuntary Withdrawal of a Member. Upon the involuntary withdrawal of any Member, the Limited Liability Company shall purchase and the Member shall sell all of that Member's interest in the Limited Liability Company. The purchase

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price of such interest shall be computed in accordance with the provisions of Section 9.5 hereof.

9.5 Purchase Price. Unless and until changed as herein provided, it is hereby agreed that, for the purposes of determining the purchase price to be paid for the interest of a Member, the value of each Member's interest in the Limited Liability Company as of the date of this Agreement is the amount of that Member's initial capital contribution to the Limited Liability Company. The price has been agreed upon by the Members and the Limited Liability Company as representing the fair market value of each Member's interest including the goodwill of the Limited Liability Company. The Members and the Limited Liability Company agree to redetermine the value of the Limited Liability Company and the Members' respective interests within ninety (90) days following the end of each calendar year. The value so agreed upon shall be endorsed on Attachment C attached hereto and made a part of this Agreement and such endorsement shall take the following form: "The undersigned mutually agree on this ____ day of _____, 20____, that for purposes of this Agreement, each Member's interest in the Limited Liability Company has a value of _____. Signed, Frederick A. Chappell, Jr., Frederick A. Chappell, Jr., Successor Trustee of the Frederick A. Chappel, Sr. Revocable Trust Dated August 16, 2000, June H. Chappell, Kimberly Chappell Lawrence and Frederick A. Chappell, III." If the Members and the Limited Liability

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Company fail to make a redetermination of the value within ninety (90) days of the close of a calendar year of the Limited Liability Company, then in that event, the value of each Member's interest shall be determined in accordance with the following formula: (1) The interest of a Member in the Limited Liability Company shall be valued at that Member's interest in the adjusted book value of the Limited Liability Company. The book value of the Limited Liability Company shall be adjusted to reflect the fair market value on the valuation date of any tangible personal property and real estate owned by the Limited Liability Company. The adjusted book value of the Limited Liability Company as defined for purposes of this formula shall be determined by the Limited Liability Company's certified public accountants in accordance with generally accepted accounting principles. The determination of adjusted book value shall be certified by the Limited Liability Company's accountant to the Limited Liability Company and the Members. The certification of the accountant herein specified shall be binding on the Limited Liability Company and Members; subject only, to the requirement that the determination be made in accordance with generally accepted accounting principles. The Limited Liability Company's accountant may retain such appraisers, at the expense of the Limited Liability Company, as may be required to value tangible personal property and real estate.

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9.6 Manner of Payment - Involuntary Withdrawal of a Member.

(1) In the event of a purchase of a Member's interest in accordance with Section 9.2, the purchase price shall be paid in sixty (60) consecutive equal monthly payments of principal and interest beginning ninety (90) days after the date of the event of involuntary withdrawal. The purchase price shall be evidenced by a promissory note executed by the Limited Liability Company to the order of the involuntary withdrawing Member with interest at the prime rate published in the Wall Street Journal on the date of closing. The note shall provide for acceleration of principal and interest in the event of a default by the Limited Liability Company in the payment of any monthly installment, said default continuing uncorrected for a period of thirty (30) days. The note shall allow the Limited Liability Company the option of prepayment in whole or in part at any time without penalty.

9.7 Manner of Payment - Offer to Purchase.

(1) In the event of the purchase of a Member's interest in the Limited Liability Company in accordance with Section 9.3 hereof, then in that event, the purchase price shall be paid in sixty (60) consecutive equal monthly installments of principal and interest beginning ninety (90) days after written acceptance by the Limited Liability Company or remaining Members of an offer to sell a Member's entire interest in the Limited Liability Company. The purchase price shall be evidenced by a

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promissory note executed by the Limited Liability Company or Member purchasers to the selling Member with interest at the prime rate published in the Wall Street Journal on the date of closing. The note shall provide for acceleration of principal and interest in the event of a default by the Limited Liability Company or Member purchasers in the payment of any monthly installment, said default continuing for a period of thirty (30) days. The note shall allow the Limited Liability Company or Member purchasers the option of prepayment in whole or in part at any time without penalty.

9.8 Valuation Date. The phrase "valuation date" as used in this Agreement shall mean the date of an event of an involuntary withdrawal as defined in Section 9.2 hereof or the date of written acceptance of a selling Member's offer to sell by the Limited Liability Company or purchasing Members.

9.9 Escrow Agent - Personal Guaranty. At the request of a Selling Member or a Member subject to an event of involuntary withdrawal, the Limited Liability Company shall appoint an independent escrow agent to hold that Member's interest in the Limited Liability Company pending payment in full of the promissory note referenced in Section 9.6 or Section 9.7 of this Agreement. In addition, the Limited Liability Company shall grant a security interest, enforceable in accordance with the laws of the State of Delaware, in the interest held by said escrow agent. Said security agreement shall provide, inter alia,

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in the event of a default as defined in the promissory note, then in that event, the escrow agent shall on written demand deliver to Selling Member or the Member subject to an event of involuntary withdrawal the interest held by escrow agent. On receipt of said interest, the Member may sell said interest in accordance with the laws of the State of Delaware, then in effect, and apply the proceeds of said sale first to the payment of the balance of the promissory note, including principal and accrued interest and thereafter pay the surplus, if any, within thirty (30) days to the escrow agent. On receipt of such surplus, the escrow agent shall deliver said surplus to the Limited Liability Company.

At the request of a Selling Member or Member subject to an event of involuntary withdrawal, the remaining Members shall personally guarantee the payment of the promissory note referenced in Sections 9.6 or 9.7; provided, however, that judgment and execution against said Members on its personal guarantee shall not occur until such time as the Selling Member or Member subject to an event of involuntary withdrawal shall have sold the interest and after application of the proceeds of such sale, there remains an unpaid balance due on the promissory note in accordance with its terms.

10. Assignment of Interest. A Member shall not assign or permit the assignment of all, or any portion of, or any interest or rights in, the Member's interest in the Company without the

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majority consent of the other Members. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The assignment of a Member's interest in violation of the prohibition contained in this Section 10 shall be deemed invalid, null and void, and of no force or effect. Any person to whom a Member attempts to assign his or her interest in violation of this Section 10 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company or have any other rights in or with respect to the Member's interest. As used herein, the term "assign" means, voluntarily or involuntarily, to transfer, sell, bequeath, pledge, hypothecate or otherwise dispose of a Member's interest.

11. Restrictions on Admission of Additional or Substitute Members.

11.1 General Restriction. No person may be admitted as a substitute Member or additional Member unless: (i) the Members majority consent; (ii) counsel for the Company is of the opinion the admission will not cause the Company to be classified otherwise than as a partnership or to terminate for federal income tax purposes and will not require registration of the interest of the substitute Member or additional Member with the Securities and Exchange Commission or any state securities agency; (iii) the substitute Member or additional Member has

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agreed to be bound by the provisions of this Agreement and all other applicable agreements, all in that form which the Members require; and (iv) the Company is reimbursed by the substitute Member or additional Member for the expense of admission. The Members may waive the requirement of an opinion of counsel. The admission of a person as a substitute Member or additional Member shall be effective only upon the satisfaction of the foregoing conditions, the amendment of this Agreement to reflect the admission of the substitute Member or additional Member, and the filing for recordation of any documents or certificates which are required by law.

11.2 Restrictions on Assignee or Successor. Any permitted assignee of or successor to a Member's interest who does not become a substitute Member and desires to make further assignments of the interest shall be subject to all of the restrictions on the transferability of the interest contained in Sections 9, 10 and 11. Unless an assignee or successor becomes a substitute Member pursuant to Section 11.1 hereof, the assignee or successor shall not be entitled to any of the rights granted to a Member hereunder or under the Act other than the right to receive all or part of the share of profits, losses and distributions to which the assignor or predecessor would otherwise be entitled.

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12. Dissolution.

12.1 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

12.1.1 when the period fixed for its duration has expired;

12.1.2 by the majority written agreement of the Members;

12.1.3 upon the entry of a decree of judicial dissolution with respect to the Company.

12.2 Liquidating Trustee. Upon the dissolution of the Company, the Members shall act as liquidating trustees and shall liquidate and reduce to cash the assets of the Company as promptly as is consistent with obtaining a fair value therefor and, unless otherwise required by the Act, shall apply and distribute the proceeds of liquidation, as well as any other Company assets in accordance with Section 3.2.

12.3 No Liability for Return of Contribution. No Member shall be personally liable for the return or repayment of all or any portion of the contributions of any other Member; any return or repayment shall be made solely from assets of the Company.

13. Notices.

13.1 How Given. Any notice, demand, consent, election, offer, approval, request or other communication ("notice") required or permitted under this Agreement must be in writing and

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either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company may be given by the manager or by any Member.

13.2 Where Given. A notice must be addressed to a Member at the Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office.

13.3 When Given. A notice delivered personally will be effective only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be presumed to have been delivered forty-eight (48) hours after it is mailed.

13.4 Substitute Addresses. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

14. Amendment. Neither this Agreement nor the Certificate of Formation may be amended without the majority consent of the Members.

15. Miscellaneous.

15.1 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute one agreement binding on all parties, notwithstanding the fact that all parties have not signed the original or the same counterpart.

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15.2 Entire Understanding. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by a writing signed by all of the parties.

15.3 No Waiver. The waiver of any breach of any term hereof shall not be construed as a waiver or any subsequent breach of that term, but the same shall continue in full force and effect.

15.4 Successors. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns.

15.5 Further Assurances. The parties shall execute any further instruments and shall perform any acts which are, or may become, necessary to effectuate and carry on the Company in accordance with this Agreement.

15.6 Captions. The captions used herein are for convenience of reference only, and shall not be deemed to modify or construe any of the terms or provisions hereof.

15.7 Tenses. In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

15.8 Background. The background is a part of this Agreement.

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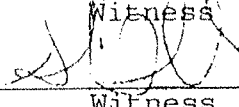
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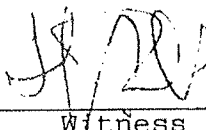
IN WITNESS WHEREOF, FREDERICK A. CHAPPELL, JR., FREDERICK A. CHAPPELL, JR., SUCCESSOR TRUSTEE OF THE FREDERICK A. CHAPPELL, SR. REVOCABLE TRUST DATED AUGUST 16, 2000, JUNE H. CHAPPELL, KIMBERLY CHAPPELL LAWRENCE and FREDERICK A. CHAPPELL, III, have caused this Operating Agreement to be signed the day and year first above written.



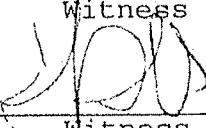
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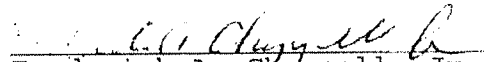
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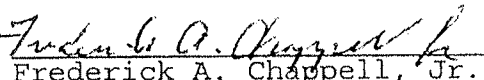


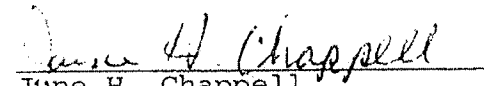
Witness

Witness


Witness

 (SEAL)
Frederick A. Chappell, Jr.

 (SEAL)
Frederick A. Chappell, Jr.
Successor Trustee of the
Frederick A. Chappel, Sr.
Revocable Trust

 (SEAL)
June H. Chappell

Kimberly Chappell Lawrence (SEAL)

 (SEAL)
Frederick A. Chappell, III

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ATTACHMENT A

<u>Members' Names and Addresses</u>	<u>Interest</u>
Frederick A. Chappell, Jr. 8218 Cadys Mill Road Hanover, VA 23069	20.975%
Frederick A. Chappell, Jr., Successor Trustee of the Frederick A. Chappel, Sr. Revocable Trust dated August 16, 2000 8218 Cadys Mill Road Hanover, VA 23069	48.39%
June H. Chappell 8218 Cadys Mill Road Hanover, VA 23069	20.975%
Kimberly Chappell Lawrence 8218 Cadys Mill Road Hanover, VA 23069	4.83%
Frederick A. Chappell, III 8171 Angela Nicole Lane Mechanicsville, VA 23111	4.83%

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ATTACHMENT B

<u>Member</u>	<u>Initial Capital Contribution</u>
Frederick A. Chappell, Jr.	\$2,097.50
Frederick A. Chappell, Jr., Successor Trustee of the Frederick A. Chappel, Sr. Revocable Trust dated August 16, 2000	\$4,839.00
June H. Chappell	\$2,097.50
Kimberly Chappell Lawrence	\$ 483.00
Frederick A. Chappell, III	\$ 483.00

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Artesian Wastewater Management, Inc. Wastewater Service Petition

We the undersigned, request to be included in the wastewater service territory of Artesian Wastewater Management, Inc. for the following property in Sussex County, Delaware.

Parcel Nos.: 135-16.00-26.00

Property Description: Misc A/C Sussex County, RD.GEO.-LEWES, E & W/RT. 321, 2200'

Property Owner(s): ALVES, MARGUERITE WILSON

Signature: Marguerite M. Alves Title: owner Date: 5/11/15

All legal owners of the parcel must sign for the petition to be valid.

For parcels owned by individuals simply indicate owner as title.

For parcels owned by corporations, LLC's or other entities, please provide documentation of the signers authorization.

Return to
Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702

Attn: Lauri Major

Sussex County, Delaware - Zoning and Sales Information

PROPERTY DETAILS

- [General Information](#)
 - [Appraisal & Assessment Info](#)
 - [Sales Info](#)
 - [Map of Property](#)
-

General Information

District-Map-Parcel:

1-35 16.00 26.00

Owner(s) Names:

ALVES , MARGUERITE WILSON

Property Legal Description:

RD.GEO.-LEWES
E & W/RT.321, 2200'

Billing Address:

214 STERLING AVE
NEW CASTLE , DE 19720

Land Use:

Farm in Farmland Assessment Act

Zoning:

Agricultural/Residential

Town/Municipality:

-No Town or Municipality Specified-

Fire District(s):

Georgetown Fire District

Tax Ditch(es):

-No Ditch Records-

Sewer/Water**District:**

-No Sewer Records-

Watershed:

BROADKILL-SMYRNA

EXHIBIT B



OVER 100 YEARS OF SUPERIOR SERVICE

Artesian Water Company ▲ Artesian Wastewater Management ▲ Artesian Utility Development ▲ Artesian Water Pennsylvania
Artesian Water Maryland ▲ Artesian Wastewater Maryland ▲ Artesian Consulting Engineers

August 11, 2015

Mr. & Mrs. Lingo
24877 Lewes Georgetown Highway
Georgetown, DE 19947

RE: TAX PARCEL (SUSSEX COUNTY): 1-35 11.00 68.00

Dear Mr. & Mrs. Lingo:

We recently received a signed petition from you requesting that Artesian Wastewater Management, Inc. provide wastewater service to your property in Sussex County.

In order to provide your area with public wastewater, Artesian must file for a Certificate of Public Convenience and Necessity (CPCN) with the Public Service Commission (PSC). Attached is information we are required to provide to all landowners within the proposed service territory prior to filing for the CPCN Application.

The CPCN, when granted, will allow Artesian to be the public wastewater service provider for your area. You are not obligated to connect to the public wastewater system when it becomes available.

Artesian provides excellent customer service and water quality. A recent survey of our current customers showed that 96% of our customers, if given the choice, would choose Artesian again.

If we can be of any further assistance to you, please feel free to contact me at (302) 453-5834.

Sincerely,

Lauri A. Major
Project Manager

Attachment

LANDOWNER NOTIFICATION

In accordance with Delaware law and regulations of the Public Service Commission, the applicant, Artesian Wastewater, Inc. must show evidence that all landowners of the proposed territory have been notified by certified mail or its' equivalent of the filing of the application.

Pursuant to 26 **Delaware Code**, Section 203D(d)(2), an application for a Certificate of Public Convenience and Necessity (CPCN) will be submitted to the Delaware Public Service Commission on or about **October 1, 2015**. Your property has been included within an area Artesian Wastewater, Inc. intends to serve with public wastewater and we are required to inform you of certain information. The area to be served is within Artesian's North Sussex Region area. Wastewater service can be provided through a wastewater main extension.

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Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Questions regarding objections or public hearings may be directed to: Alisa Bentley, Secretary to the Commission, Delaware Public Service Commission, 861 Silver Lake Blvd., Suite 100, Dover, Delaware 19904, Tele: 302-736-7511.

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<input type="checkbox"/> Return Receipt (hardcopy) \$	
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<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
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Sent To Mr. + Mrs. Lingo	
Street and Apt. No., or PO Box No. 24877 Lewes Georgetown Hwy.	
City, State, ZIP+4® Georgetown, DE 19947	
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature x Nancy B. Lingo <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: Mr. + Mrs. Lingo 24877 Lewes Georgetown Hwy. Georgetown, DE 19947	B. Received by (Printed Name) C. Date of Delivery Nancy Lingo 8-14-15
2. Article Number (Transfer from service label) 7015 0640 0007 8681 5273	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

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OVER 100 YEARS OF SUPERIOR SERVICE

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Artesian Water Maryland ▲ Artesian Wastewater Maryland ▲ Artesian Consulting Engineers

August 11, 2015

Mr. Larry K. Wolfe
18331 Joseph Road
Lewes, DE 19958

RE: TAX PARCEL (SUSSEX COUNTY): 3-34 10.00 23.00

Dear Mr. Wolfe:

We recently received a signed petition from you requesting that Artesian Wastewater Management, Inc. provide wastewater service to your property in Sussex County.

In order to provide your area with public wastewater, Artesian must file for a Certificate of Public Convenience and Necessity (CPCN) with the Public Service Commission (PSC). Attached is information we are required to provide to all landowners within the proposed service territory prior to filing for the CPCN Application.

The CPCN, when granted, will allow Artesian to be the public wastewater service provider for your area. You are not obligated to connect to the public wastewater system when it becomes available.

Artesian provides excellent customer service and water quality. A recent survey of our current customers showed that 96% of our customers, if given the choice, would choose Artesian again.

If we can be of any further assistance to you, please feel free to contact me at (302) 453-5834.

Sincerely,

Lauri A. Major
Project Manager

Attachment

LANDOWNER NOTIFICATION

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Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

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Postage
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Total Postage and Fees
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Sent To *Mr. Russel B. Wolfe*
Street and Apt. No., or PO Box No. *18331 Joseph Road*
City, State, ZIP+4® *Lewes DE 19958*

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☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
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Sent To *Mr. Larry K. Wolfe*
Street and Apt. No., or PO Box No. *18331 Joseph Road*
City, State, ZIP+4® *Lewes DE 19958*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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1. Article Addressed to: <i>Mr. Larry K. Wolfe</i> <i>18331 Joseph Road</i> <i>Lewes, DE 19958</i>	B. Received by (Printed Name) C. Date of Delivery
2. Article Number (Transfer from service label) <i>7015 0640 0002 9137 2292</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
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3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">Complete items 1, 2, and 3.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: <i>Mr. Russel B. Wolfe</i> <i>18331 Joseph Road</i> <i>Lewes, DE 19958</i>	B. Received by (Printed Name) C. Date of Delivery
2. Article Number (Transfer from service label) <i>7015 0640 0002 9137 2306</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
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3. Service Type
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☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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Artesian Water Maryland ▲ Artesian Wastewater Maryland ▲ Artesian Consulting Engineers

August 11, 2015

Greens at Broadview, LLC
27052 Broadkill Road
Milton, DE 19968

RE: TAX PARCEL/S (SUSSEX COUNTY): 2-35 8.00 84.00 AND 2-35 8.00 85.00

Dear Mr. Adkins:

We recently received a signed petition from you requesting that Artesian Wastewater Management, Inc. provide wastewater service to your property in Sussex County.

In order to provide your area with public wastewater, Artesian must file for a Certificate of Public Convenience and Necessity (CPCN) with the Public Service Commission (PSC). Attached is information we are required to provide to all landowners within the proposed service territory prior to filing for the CPCN Application.

The CPCN, when granted, will allow Artesian to be the public wastewater service provider for your area. You are not obligated to connect to the public wastewater system when it becomes available.

Artesian provides excellent customer service and water quality. A recent survey of our current customers showed that 96% of our customers, if given the choice, would choose Artesian again.

If we can be of any further assistance to you, please feel free to contact me at (302) 453-5834.

Sincerely,

Lauri A. Major
Project Manager

Attachment

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Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To **Mr. Adkins - Greens at Broadview, LLC**

Street and Apt. No., or PO Box No. **27052 Broadkill Road**

City, State, ZIP+4® **Milton, DE 19968**

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$


Sent To **Mr. Oakley - Greens at Broadview, LLC**

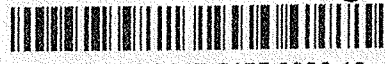
Street and Apt. No., or PO Box No. **27052 Broadkill Road**

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1. Article Addressed to: Greens at Broadview, LLC 27052 Broadkill Road Milton, DE 19968 Attn: Mr. Adkins	B. Received by (Printed Name) CHRIS OSBERG C. Date of Delivery 8/22/15
 9590 9403 0267 5155 9692 02	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
2. Article Number (Transfer from service label) 7015 0640 0002 9141 7436	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

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<ul style="list-style-type: none">Complete items 1, 2, and 3.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X <i>Kate Oakley</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
1. Article Addressed to: Greens at Broadview, LLC 27052 Broadkill Road Milton, DE 19968 Attn: Mr. Oakley	B. Received by (Printed Name) BUTCH HUBERTSON C. Date of Delivery
 9590 9403 0267 5155 9692 19	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
2. Article Number (Transfer from service label) 7015 0640 0002 9141 7429	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt



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Artesian Water Maryland ▲ Artesian Wastewater Maryland ▲ Artesian Consulting Engineers

August 12, 2015

Mr. Truitt W. Jefferson
24943 Broadkill Road
Milton, DE 19968

RE: TAX PARCEL (SUSSEX COUNTY): 2-35 14.00 121.00

Dear Mr. Jefferson:

We recently received a signed petition from you requesting that Artesian Wastewater Management, Inc. provide wastewater service to your property in Sussex County.

In order to provide your area with public wastewater, Artesian must file for a Certificate of Public Convenience and Necessity (CPCN) with the Public Service Commission (PSC). Attached is information we are required to provide to all landowners within the proposed service territory prior to filing for the CPCN Application.

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If we can be of any further assistance to you, please feel free to contact me at (302) 453-5834.

Sincerely,

Lauri A. Major
Project Manager

Attachment

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Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

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<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <u>Mr. Truitt W. Jefferson</u> Street and Apt. No., or PO Box No. <u>24943 Broadkill Road</u> City, State, ZIP+4® <u>Milton, DE 19968</u>	
PS Form 3800, April 2015 PSN 7530-02-000-3047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION <ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p><u>Mr. Truitt W. Jefferson</u> <u>24943 Broadkill Road</u> <u>Milton, DE 19968</u></p> <p>9590 9401 0068 5071 3539 28</p> <p>2. Article Number (Transfer from service label)</p> <p><u>7015 0640 0002 9141 7443</u></p>	COMPLETE THIS SECTION ON DELIVERY <p>A. Signature <input checked="" type="checkbox"/> <u>Truitt W. Jefferson</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Truitt W. Jefferson</u> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type</p> <table border="0"> <tr> <td> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </td> <td> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </td> </tr> </table>	<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery		

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt



OVER **100** YEARS OF SUPERIOR SERVICE

Artesian Water Company ▲ Artesian Wastewater Management ▲ Artesian Utility Development ▲ Artesian Water Pennsylvania
Artesian Water Maryland ▲ Artesian Wastewater Maryland ▲ Artesian Consulting Engineers

August 12, 2015

Mr. Michael A. Hudson &
Mrs. Brenda Arlene Hudson
24943 Broadkill Road
Milton, DE 19968

RE: TAX PARCEL (SUSSEX COUNTY): 2-35 31.00 10.00

Dear Mr. & Mrs. Hudson:

We recently received a signed petition from you requesting that Artesian Wastewater Management, Inc. provide wastewater service to your property in Sussex County.

In order to provide your area with public wastewater, Artesian must file for a Certificate of Public Convenience and Necessity (CPCN) with the Public Service Commission (PSC). Attached is information we are required to provide to all landowners within the proposed service territory prior to filing for the CPCN Application.

The CPCN, when granted, will allow Artesian to be the public wastewater service provider for your area. You are not obligated to connect to the public wastewater system when it becomes available.

Artesian provides excellent customer service and water quality. A recent survey of our current customers showed that 96% of our customers, if given the choice, would choose Artesian again.

If we can be of any further assistance to you, please feel free to contact me at (302) 453-5834.

Sincerely,

Lauri A. Major
Project Manager

Attachment

LANDOWNER NOTIFICATION

In accordance with Delaware law and regulations of the Public Service Commission, the applicant, Artesian Wastewater, Inc. must show evidence that all landowners of the proposed territory have been notified by certified mail or its' equivalent of the filing of the application.

Pursuant to 26 **Delaware Code**, Section 203D(d)(2), an application for a Certificate of Public Convenience and Necessity (CPCN) will be submitted to the Delaware Public Service Commission on or about **October 1, 2015**. Your property has been included within an area Artesian Wastewater, Inc. intends to serve with public wastewater and we are required to inform you of certain information. The area to be served is within Artesian's North Sussex Region area. Wastewater service can be provided through a wastewater main extension.

- (1) If you agree to the inclusion of your property in the proposed service area, no action on your part is required. Inclusion of your property in a CPCN area does not obligate you to connect immediately to our system; however, should your existing system fail and public wastewater services are deemed to be legally and publicly available, you may then be required to connect.
- (2) Under Delaware law, the Public Service Commission cannot grant a CPCN to Artesian Wastewater, Inc. if a majority of the landowners in the proposed wastewater service area object to the issuance of the CPCN. If you object to the issuance of a CPCN for the proposed area that includes your property, you must notify the Commission, in writing, within sixty days of your receipt of this notice or within thirty days of the filing of the completed application for a CPCN, whichever is greater.
- (3) You may also request a public hearing on this matter. The purpose of the public hearing will be to demonstrate why it would not be in the public interest for the Commission to grant Artesian Wastewater, Inc. a CPCN to provide wastewater services to the proposed area. A request for a public hearing must be made in writing to the Commission within sixty days of your receipt of this notice or within thirty days of the filing of the completed application for a CPCN, whichever is greater.
- (4) Written notice of your decision to object to the issuance of the CPCN or your written request for a public hearing, should be sent to the Secretary of the Delaware Public Service Commission at the address shown below.
- (5) Any written notice sent to the Commission must include the description of the service area referred to above, your tax parcel identification number, and the name of the applicant for the CPCN so the Commission will be able to identify the CPCN application to which your notice is related.

Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Questions regarding objections or public hearings may be directed to: Alisa Bentley, Secretary to the Commission, Delaware Public Service Commission, 861 Silver Lake Blvd., Suite 100, Dover, Delaware 19904, Tele: 302-736-7511.

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Postage
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 Total Postage and Fees
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Mr. Michael A. Hudson &
 Mrs. Brenda Arlene Hudson
 28564 Lewis Georgetown Hwy.
 Milton, DE 19968



9590 9403 0267 5155 9691 34

2. Article Number (Transfer from service label)

7015 1660 0001 1139 2654

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name)
 C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



OVER 100 YEARS OF SUPERIOR SERVICE

Artesian Water Company ▲ Artesian Wastewater Management ▲ Artesian Utility Development ▲ Artesian Water Pennsylvania
Artesian Water Maryland ▲ Artesian Wastewater Maryland ▲ Artesian Consulting Engineers

August 12, 2015

Seashore Highway Associates, LLC
19108 Coastal Highway
Rehoboth Beach, DE 19971
Attn: Mr. Michael Subrick

RE: TAX PARCEL/S (SUSSEX COUNTY): 3-34 4.00 37.00 AND 3-34 4.00 37.04

Dear Mr. Subrick:

We recently received a signed petition from you requesting that Artesian Wastewater Management, Inc. provide wastewater service to your property in Sussex County.

In order to provide your area with public wastewater, Artesian must file for a Certificate of Public Convenience and Necessity (CPCN) with the Public Service Commission (PSC). Attached is information we are required to provide to all landowners within the proposed service territory prior to filing for the CPCN Application.

The CPCN, when granted, will allow Artesian to be the public wastewater service provider for your area. You are not obligated to connect to the public wastewater system when it becomes available.

Artesian provides excellent customer service and water quality. A recent survey of our current customers showed that 96% of our customers, if given the choice, would choose Artesian again.

If we can be of any further assistance to you, please feel free to contact me at (302) 453-5834.

Sincerely,

A handwritten signature in cursive script that reads 'Lauri A. Major'.

Lauri A. Major
Project Manager

Attachment

LANDOWNER NOTIFICATION

In accordance with Delaware law and regulations of the Public Service Commission, the applicant, Artesian Wastewater, Inc. must show evidence that all landowners of the proposed territory have been notified by certified mail or its' equivalent of the filing of the application.

Pursuant to 26 **Delaware Code**, Section 203D(d)(2), an application for a Certificate of Public Convenience and Necessity (CPCN) will be submitted to the Delaware Public Service Commission on or about **October 1, 2015**. Your property has been included within an area Artesian Wastewater, Inc. intends to serve with public wastewater and we are required to inform you of certain information. The area to be served is within Artesian's North Sussex Region area. Wastewater service can be provided through a wastewater main extension.

- (1) If you agree to the inclusion of your property in the proposed service area, no action on your part is required. Inclusion of your property in a CPCN area does not obligate you to connect immediately to our system; however, should your existing system fail and public wastewater services are deemed to be legally and publicly available, you may then be required to connect.
- (2) Under Delaware law, the Public Service Commission cannot grant a CPCN to Artesian Wastewater, Inc. if a majority of the landowners in the proposed wastewater service area object to the issuance of the CPCN. If you object to the issuance of a CPCN for the proposed area that includes your property, you must notify the Commission, in writing, within sixty days of your receipt of this notice or within thirty days of the filing of the completed application for a CPCN, whichever is greater.
- (3) You may also request a public hearing on this matter. The purpose of the public hearing will be to demonstrate why it would not be in the public interest for the Commission to grant Artesian Wastewater, Inc. a CPCN to provide wastewater services to the proposed area. A request for a public hearing must be made in writing to the Commission within sixty days of your receipt of this notice or within thirty days of the filing of the completed application for a CPCN, whichever is greater.
- (4) Written notice of your decision to object to the issuance of the CPCN or your written request for a public hearing, should be sent to the Secretary of the Delaware Public Service Commission at the address shown below.
- (5) Any written notice sent to the Commission must include the description of the service area referred to above, your tax parcel identification number, and the name of the applicant for the CPCN so the Commission will be able to identify the CPCN application to which your notice is related.

Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Questions regarding objections or public hearings may be directed to: Alisa Bentley, Secretary to the Commission, Delaware Public Service Commission, 861 Silver Lake Blvd., Suite 100, Dover, Delaware 19904, Tele: 302-736-7511.

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☐ Adult Signature Restricted Delivery \$

Postage

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Total Postage and Fees

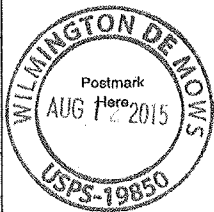
\$

Sent To

Seashore Highway Assoc., LLC - Mr. Lomas
 Street and Apt. No., or PO Box No.
 19108 Coastal Highway
 City, State, ZIP+4®
 Rehoboth Beach, DE 19971

PS Form 3800, April 2015 PSN 7530-02-000-9047

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- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

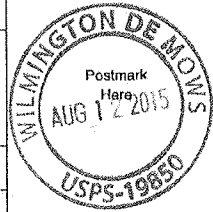
\$

Sent To

Seashore Highway Assoc., LLC - Mr. Subrick
 Street and Apt. No., or PO Box No.
 19108 Coastal Highway
 City, State, ZIP+4®
 Rehoboth Beach, DE 19971

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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1. Article Addressed to:

Seashore Highway Assoc., LLC
 19108 Coastal Highway
 Rehoboth Beach, DE 19971
 Attn: Mr. Lomas



9590 9403 0267 5155 9691 89

2. Article Number (Transfer from service label)

7015 0640 0002 9141 7467

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Mr. Lomas* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Seashore Highway Assoc., LLC
 19108 Coastal Highway
 Rehoboth Beach, DE 19971
 Attn: Mr. Subrick



9590 9403 0267 5155 9691 72

2. Article Number (Transfer from service label)

7015 0640 0002 9141 7474

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Mr. Subrick* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
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☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
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☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt



OVER 100 YEARS OF SUPERIOR SERVICE

Artesian Water Company



Artesian Wastewater Management



Artesian Utility Development



Artesian Water Pennsylvania

Artesian Water Maryland



Artesian Wastewater Maryland



Artesian Consulting Engineers

August 12, 2015

Overbrook Acres, LLC
11207 Nuckols Road, Ste C
Glen Allen, VA 23059
Attn: Mr. Fred A. Chappell, Jr.

RE: TAX PARCEL (SUSSEX COUNTY): 2-35 23.00 1.00

Dear Mr. Chappell:

We recently received a signed petition from you requesting that Artesian Wastewater Management, Inc. provide wastewater service to your property in Sussex County.

In order to provide your area with public wastewater, Artesian must file for a Certificate of Public Convenience and Necessity (CPCN) with the Public Service Commission (PSC). Attached is information we are required to provide to all landowners within the proposed service territory prior to filing for the CPCN Application.

The CPCN, when granted, will allow Artesian to be the public wastewater service provider for your area. You are not obligated to connect to the public wastewater system when it becomes available.

Artesian provides excellent customer service and water quality. A recent survey of our current customers showed that 96% of our customers, if given the choice, would choose Artesian again.

If we can be of any further assistance to you, please feel free to contact me at (302) 453-5834.

Sincerely,

Lauri A. Major
Project Manager

Attachment

LANDOWNER NOTIFICATION

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- (1) If you agree to the inclusion of your property in the proposed service area, no action on your part is required. Inclusion of your property in a CPCN area does not obligate you to connect immediately to our system; however, should your existing system fail and public wastewater services are deemed to be legally and publicly available, you may then be required to connect.
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Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

Questions regarding objections or public hearings may be directed to: Alisa Bentley, Secretary to the Commission, Delaware Public Service Commission, 861 Silver Lake Blvd., Suite 100, Dover, Delaware 19904, Tele: 302-736-7511.

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Postage

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Total Postage and Fees

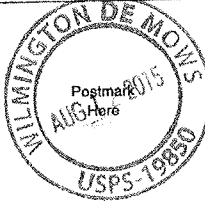
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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Overbrook Acres, LLC
11207 Nuckols Road, Ste. C
Glen Allen, VA 23059
attn: Mr. Chappell, Jr.



9590 9403 0267 5155 9691 65

2. Article Number (Transfer from service label)

7015 0640 0002 9141 7481

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Amey*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8-14-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



OVER 100 YEARS OF SUPERIOR SERVICE

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Artesian Water Maryland ▲ Artesian Wastewater Maryland ▲ Artesian Consulting Engineers

August 12, 2015

Mrs. Marguerite Wilson Alves
214 Sterling Avenue
New Castle, DE 19720

RE: TAX PARCEL (SUSSEX COUNTY): 1-35 16.00 26.00

Dear Mrs. Alves:

We recently received a signed petition from you requesting that Artesian Wastewater Management, Inc. provide wastewater service to your property in Sussex County.

In order to provide your area with public wastewater, Artesian must file for a Certificate of Public Convenience and Necessity (CPCN) with the Public Service Commission (PSC). Attached is information we are required to provide to all landowners within the proposed service territory prior to filing for the CPCN Application.

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If we can be of any further assistance to you, please feel free to contact me at (302) 453-5834.

Sincerely,

Lauri A. Major
Project Manager

Attachment

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Secretary
Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, Delaware 19904

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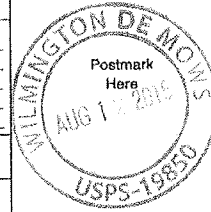
7015 0640 0002 9141 7498

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$



Postage	
\$	
Total Postage and fees	
\$	6.74

From Mrs. Marquerite Wilson Alves
 Street and Apt. No. of PO Box (No) 214 Sterling Avenue
 City, State, ZIP+4® New Castle, DE 19720

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mrs. Marquerite Wilson Alves
214 Sterling Avenue
New Castle, DE 19720



9590 9403 0267 5155 9691 58

2. Article Number (Transfer from service label)

7015 0640 0002 9141 7498

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Marquerite W. Alves ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

3. Service Type

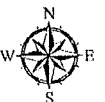
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

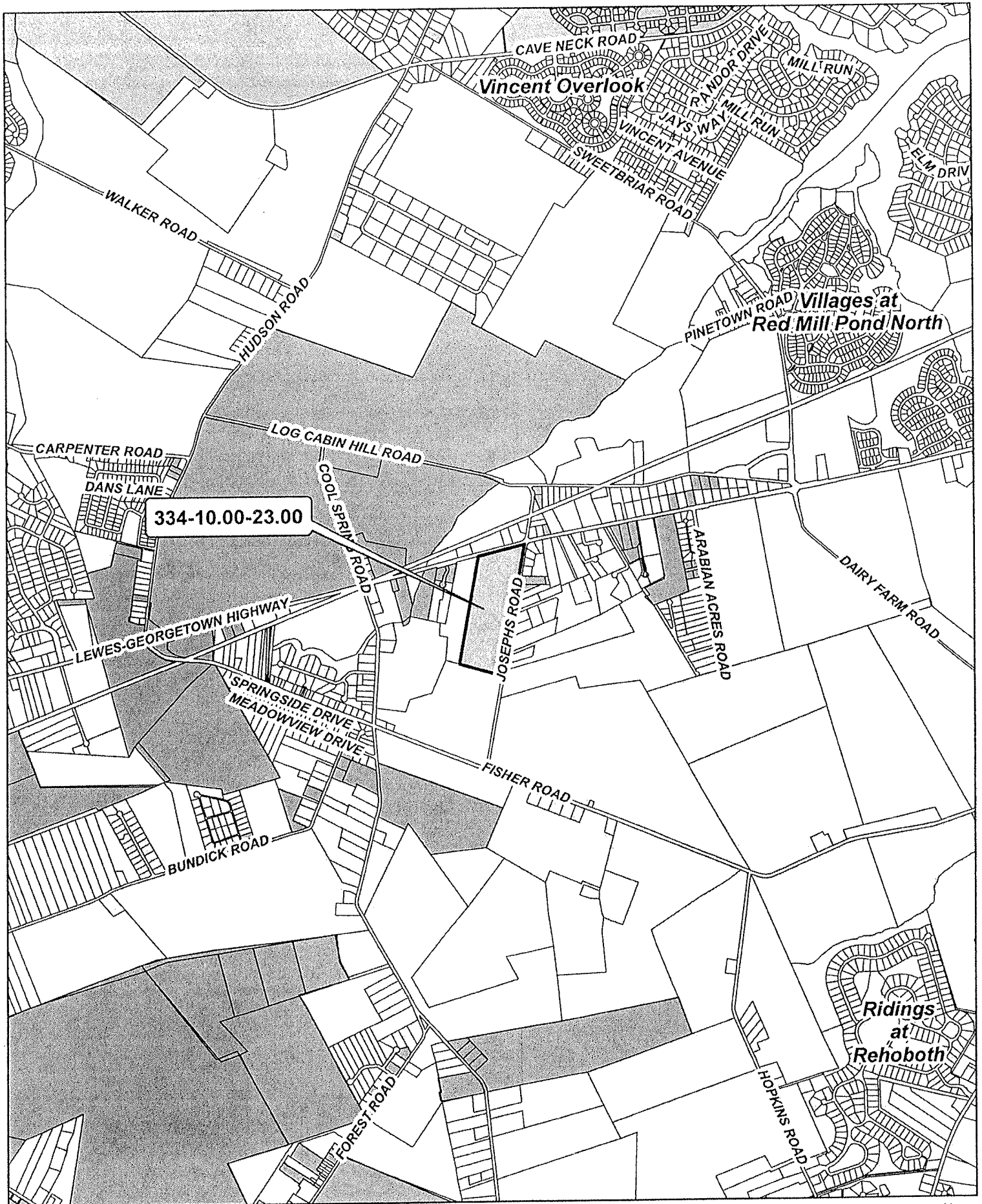
Domestic Return Receipt

EXHIBIT C

EXHIBIT C
North Sussex Region

<u>Parcel ID</u>	<u>Owners Name</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Property Address</u>
1-35 11.00 68.00	John Floyd Lingo Nancy B. Lingo	24877 Lewes Georgetown Hwy	Georgetown	DE	19947	RD Harbeson to Geo N/RT 9 4100' E/RT 30
3-34 10.00 23.00	Russel B. Wolfe Larry K. Wolfe	18331 Joseph Road	Lewes	DE	19958	RD Lewes to Georgetown
2-35 8.00 85.00	Greens at Broadview LLC	421 Kings Highway	Milford	DE	19963	1.82 AC S IMP Broadkiln SCH
2-35 8.00 84.00	Greens at Broadview LLC	27052 Broadkill Road	Milton	DE	19968	E/RD 234A & RT 1 S/RT 16
2-35 14.00 121.00	Truitt W. Jefferson	24943 Broadkill Road	Milton	DE	19968	N/RT 16 1600' E/RD 22A
2-35 31.00 10.00	Michael A. Hudson Brenda Arlene Hudson	28564 Lewes Georgetown Hwy	Milton	DE	19968	W/RT 290 S/PENN Central R O W
3-34 4.00 37.00	Seashore Highway Associates, LLC	19108 Coastal Highway	Rehoboth Beach	DE	19971	N/RT 1000' E/RD 281
3-34 4.00 37.04	Seashore Highway Associates, LLC	19108 Coastal Highway	Rehoboth Beach	DE	19971	N/RT 18 S/PENN CENTRAL
2-35 23.00 1.00	Overbrook Acres, LLC	11207 Nuckols Road, Ste C	Glen Allen	VA	23059	NE/COASTAL HWY INTER/RT 88 &
1-35 16.00 26.00	Marguerite Wilson Alves	214 Sterling Avenue	New Castle	DE	19720	RD.GEO.-LEWES E & W/RT.321, 2200'

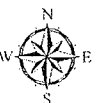






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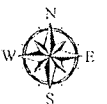
Tax Parcel #235-8.00-84.00





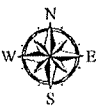
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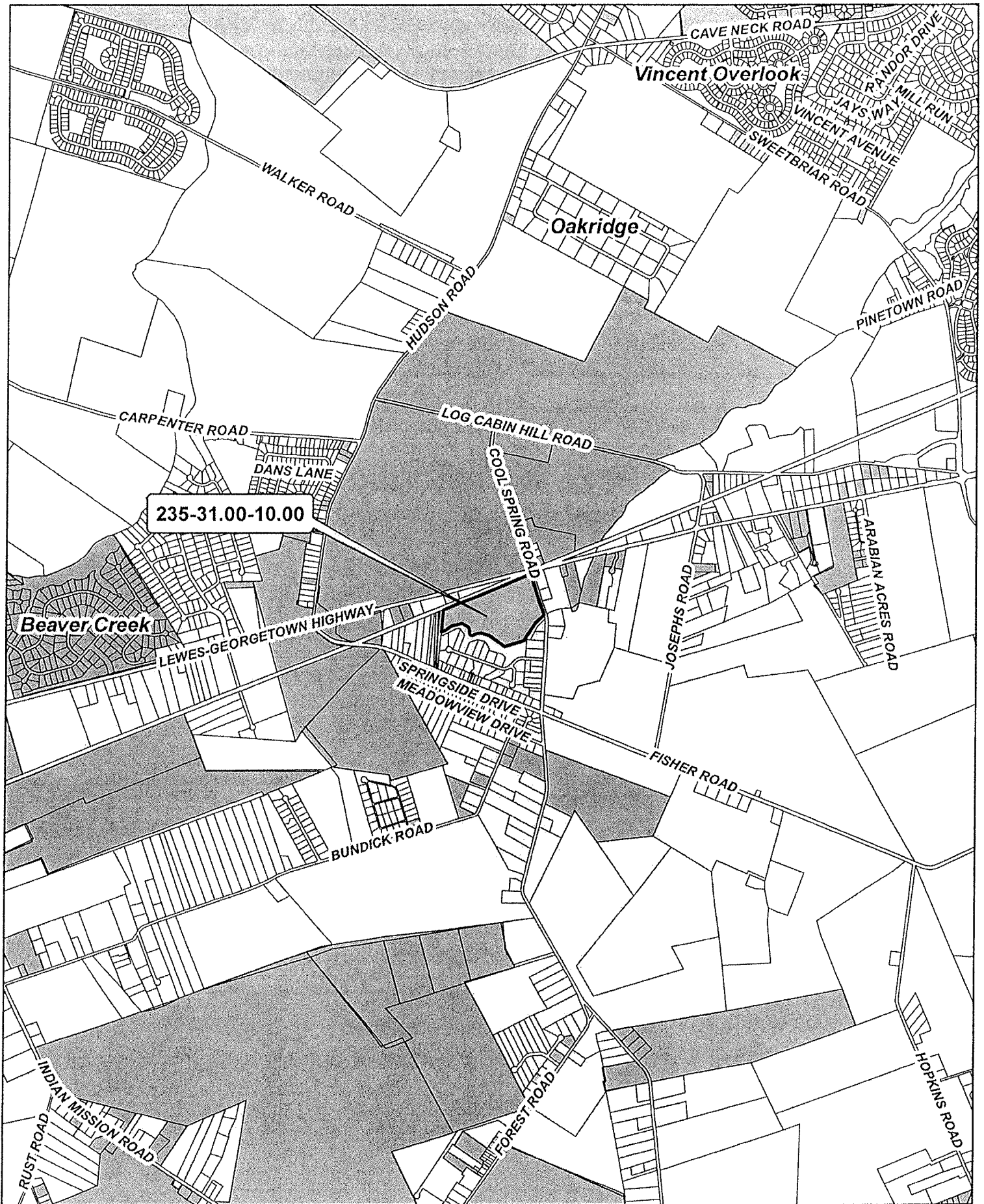
Tax Parcel #235-8.00-85.00

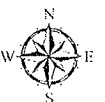


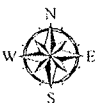
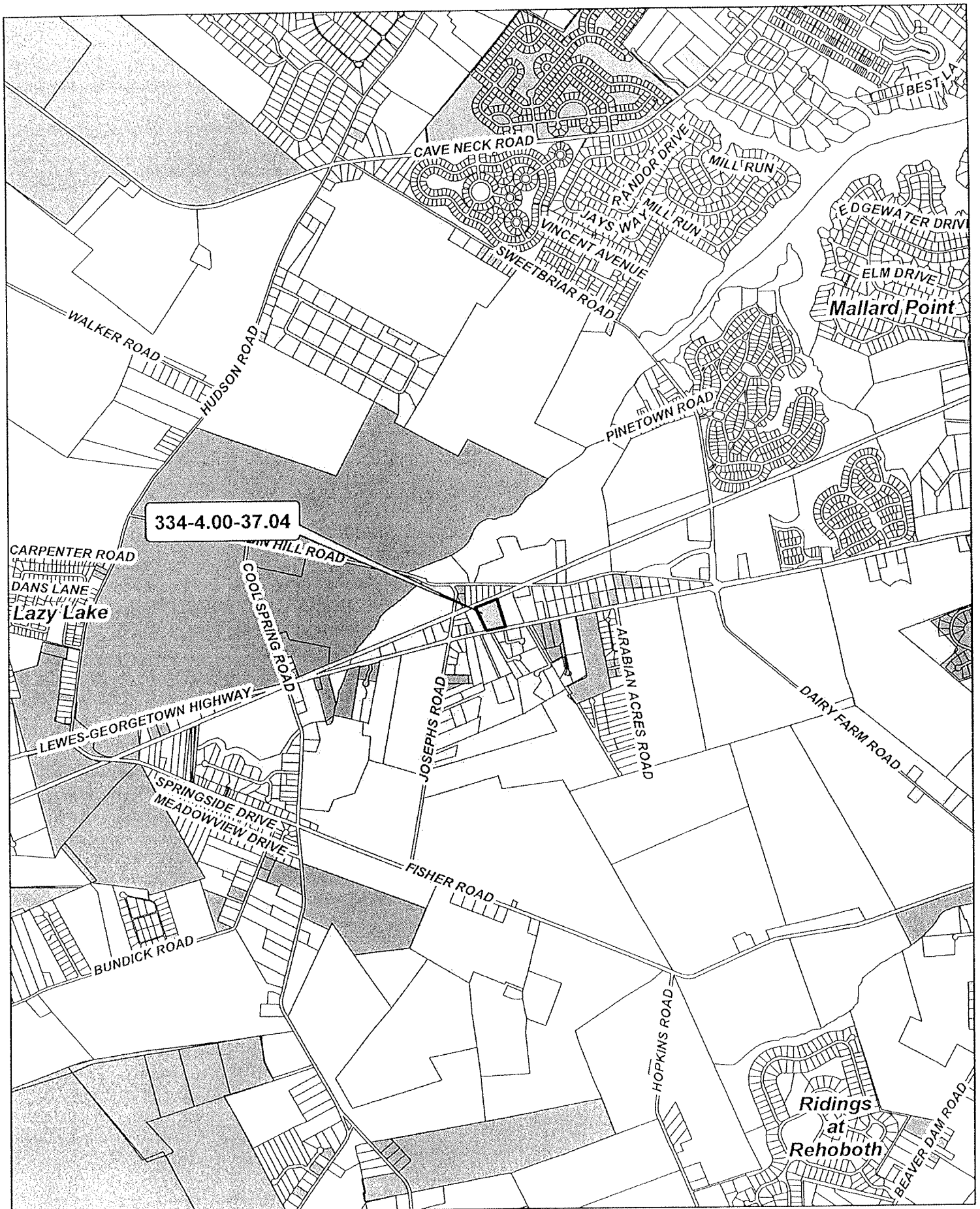


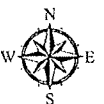
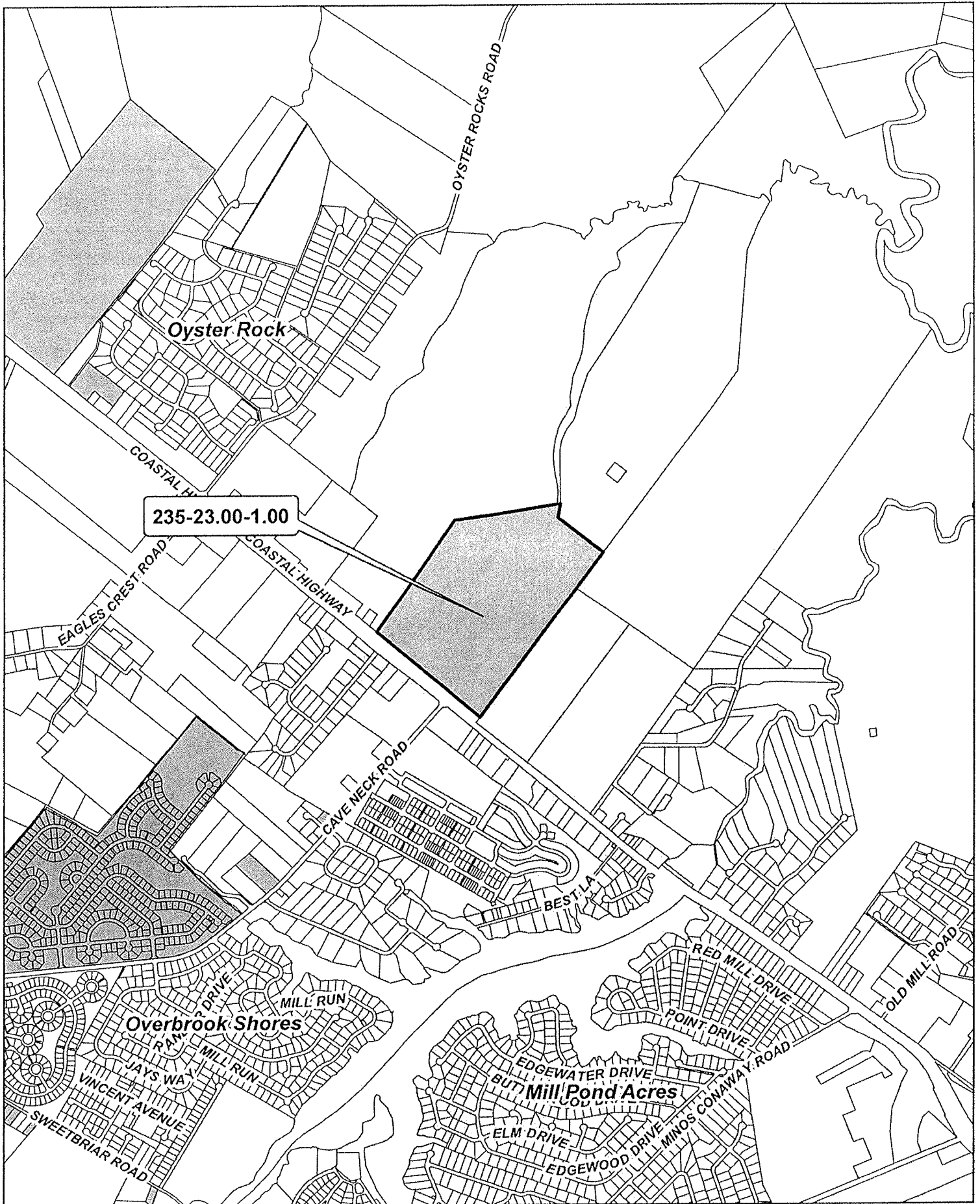
Tax Parcel #235-14.00-121.00

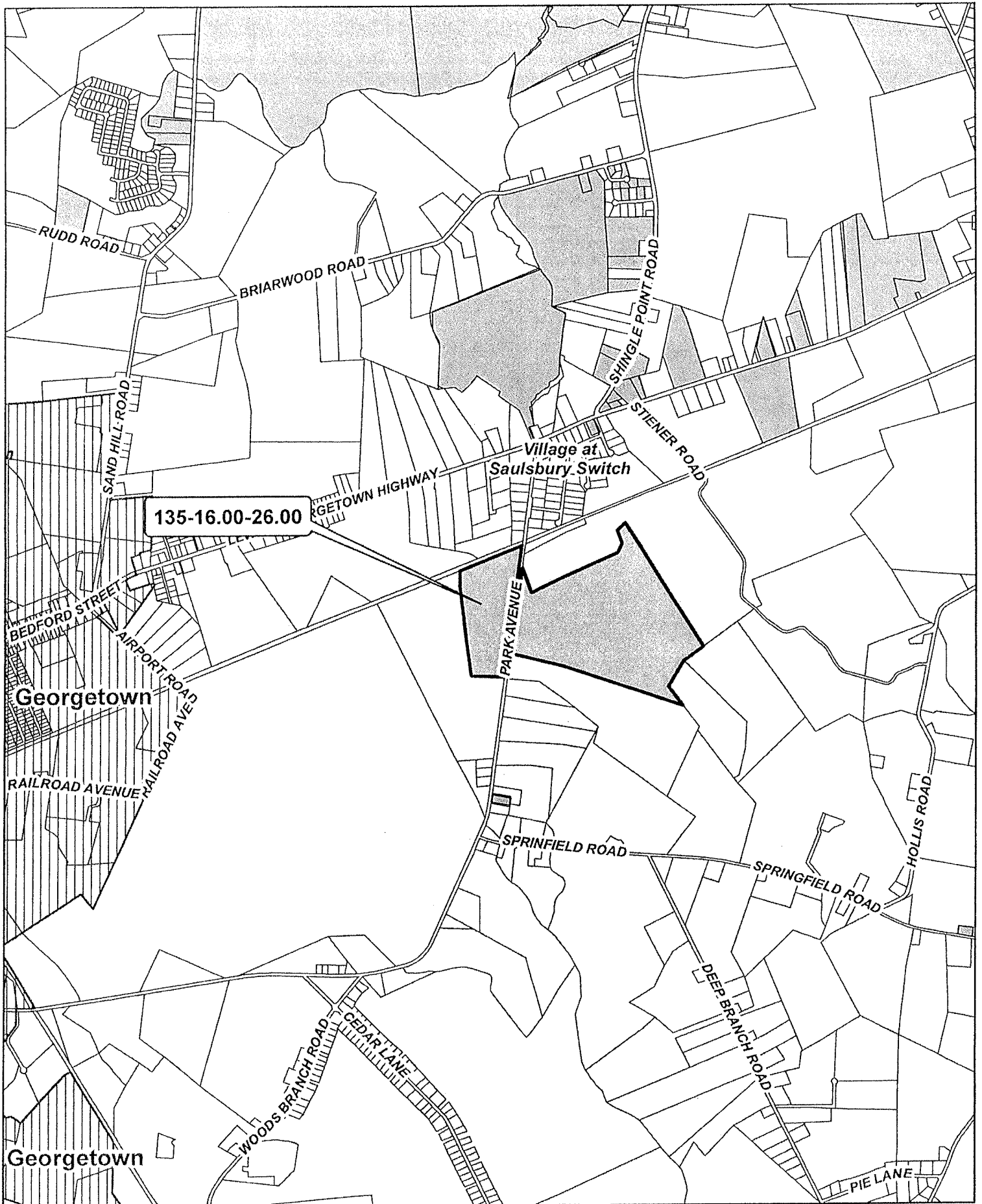












135-16.00-26.00

Tax Parcel - 135-16.00-26.00

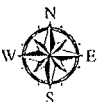
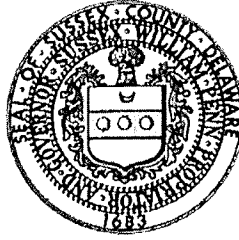


EXHIBIT D

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE
sussexcountype.gov

MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

August 7, 2015

Lauri A. Major
Artesian Water Company, Inc.
664 Churchmans Road
Newark, DE 19702

REF: BEAVER CREEK/ANSWERF CPCN APPLICATIONS
PARCELS (SEE BELOW)
FILE: ADM-1.33-B

Dear Ms. Major:

The County is in receipt of a Certificate of Public Convenience and Necessity (CPCN) application for wastewater for the following parcels;

- a. 135-11.00-68.00
- b. 235-31.00-10.00
- c. 334-10.00-23.00
- d. 334-4.00-37.00 & 37.04
- e. 235-14.00-121.00
- f. 235-8.00-84.00 & 85.00
- g. 235-23.00-1.00 (Overbrook)

The parcels are located in the Secondary Service Territory per the Updated Sussex County Service Territory Map, therefore requiring the private provider to have approval from the county prior to making application to the Public Service Commission (PSC) for a CPCN.

The county has reviewed the above mentioned application and will not object to Artesian requesting a CPCN for these parcels. However projects will only be approved up to the Beaver Creek capacity, at that time ANSWERF will need to be able to accept flows prior to the remaining projects receiving approval.

Should you have any questions or concerns please contact me at (302) 855-1299.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947

Sincerely,

SUSSEX COUNTY ENGINEERING DEPARTMENT

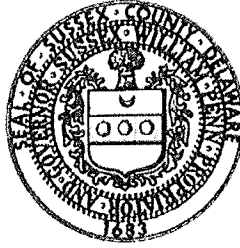
A handwritten signature in black ink, appearing to read 'J. Ashman', with a long horizontal flourish extending to the right.

John J. Ashman
Director of Utility Planning

cc: Michael A. Izzo, P.E.

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov

MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

JOHN J. ASHMAN
DIRECTOR OF UTILITY PLANNING

August 12, 2015

Lauri A. Major
Artesian Water Company, Inc.
664 Churchmans Road
Newark, DE 19702

REF: ALVES CPCN APPLICATION
PARCEL: 135-16.00-26.00
FILE: ADM-1.33-B

Dear Ms. Major:

The County is in receipt of a Certificate of Public Convenience and Necessity (CPCN) application for wastewater for the above mentioned parcel. The parcel is located in the Secondary Service Territory per the Updated Sussex County Service Territory Map, therefore requiring the private provider to have approval from the county prior to making application to the Public Service Commission (PSC) for a CPCN.

The county has reviewed the above mentioned application and will not object to Artesian requesting a CPCN for this parcel. However projects will only be approved up to the Beaver Creek capacity, at that time ANSWERF will need to be able to accept flows prior to the remaining projects receiving approval.

Should you have any questions or concerns please contact me at (302) 855-1299.

Sincerely,

SUSSEX COUNTY ENGINEERING DEPARTMENT

John J. Ashman
Director of Utility Planning

cc: Michael A. Izzo, P.E.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947

EXHIBIT E

EXHIBIT E
North Sussex Region

Artesian Wastewater Management Inc. provides wastewater service to customers throughout Delaware from regional and stand-alone community systems. The wastewater systems include collection systems, pump stations, force mains and wastewater treatment and disposal facilities. In addition Artesian plans the extension of existing systems and the development of new service areas. The estimated time frame for the availability of service varies based on a number of factors including a properties location. Specific plans of service for the properties included in this CPCN application are listed below.

The following parcels will be served by a future force main from the property to our existing Beaver Creek wastewater treatment facility:

1-35 11.00 68.00
3-34 10.00 23.00
2-35 31.00 10.00
3-34 4.00 37.00
3-34 4.00 37.04
2-35 23.00 1.00
1-35 16.00 26.00

The parcels below will be served by a future force main from the property to our future wastewater treatment facility at ANSWRF.

2-35 8.00 85.00
2-35 8.00 84.00
2-35 14.00 121.00

EXHIBIT F

Certification of Landowner Information Accuracy

I certify that I received appropriate tax or land documents which verify that the individuals in this Application are either landowners of record or agents authorized to act on behalf of entities that control the parcel(s) included in this CPCN Application. I certify that the petitions to provide water service to parcel(s) noted in this Application have been signed by landowners or by dually authorized agents.


David L. Valcarengi